



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 31]

नई दिल्ली, शनिवार, अगस्त 5, 1989/ भा.सं. 14, 1911

No. 31]

NEW DELHI, SATURDAY, AUGUST 5, 1989/SRAVANA 14, 1911

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

गृह मंत्रालय

(आन्तरिक सुरक्षा विभाग)

(पुनर्वास प्रभाग)

नई दिल्ली, 9 जून, 1989

MINISTRY OF HOME AFFAIRS

(Department of Internal Security)

(REHABILITATION DIVISION)

New Delhi, the 9th June, 1989

का. भा. 1743:—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास)
अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा
(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा
निर्देश देती है कि उक्त अधिनियम की धारा 33 के अधीन इसके द्वारा
प्रयोज्य शक्तियाँ राजस्थान राज्य में प्रतिकर पूल की भूमि और संपत्तियों
के सम्बन्ध में जयपुर, राजस्थान सरकार द्वारा भी उनके अपने
कार्य के अतिरिक्त प्रयोज्य होंगी।

2. इस अधिसूचना द्वारा भूतपूर्व प्रति एवं पुनर्वास मंत्रालय (पुन-
वास विभाग) की अधिसूचना संख्या 21 (6)/73 विशेष सैल एस.
एस.—II दिनांक 24-12-1974 का अधिक्रमण किया जाता है।

[संख्या -1 (11)/विशेष सैल/88-एस. एस. II(क)]

S.O. 1743.—In exercise of the powers conferred by Sub-
section (1) of Section 34 of the Displaced Persons (Com-
pensation and Rehabilitation) Act, 1954 (44 of 1954) the
Central Government hereby directs that powers exercisable
by it under Section 33 of the said Act, shall be exercisable
also by the Divisional Commissioner, Jaipur, Government
of Rajasthan, in addition to his own duties, in respect of
the lands and properties forming part of the Compensation
Pool within the State of Rajasthan.

2. This notification supersedes notification No. 21(6)/73-
Spl. Cell/SS. II dated 24th December, 1974 of erstwhile
Ministry of Supply and Rehabilitation (Department of Re-
habilitation).

[No. 1(11)|Spl. Cell|88-SS.II(A)]

का. भा. 1744:—निष्क्रान्त सम्पत्ति प्रबन्ध अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, इसके द्वारा मंडल आयुक्त, जयपुर, राजस्थान सरकार को उनके अपने कार्यभार के प्रतिरिक्त उक्त अधिनियम के द्वारा अथवा उसके अंतर्गत राजस्थान राज्य में निष्क्रान्त संपत्तियों के संबंध में उप महाभिरक्षक को सौंपे गए कार्यों का निष्पादन करने के प्रयोजन से निष्क्रान्त संपत्ति का उप महाभिरक्षक नियुक्त करती है।

2. इसके द्वारा भूतपूर्व पूर्ति एवं पुनर्वास मंत्रालय (पुनर्वास विभाग) को दिनांक 27-5-1981 की अधिसूचना संख्या 1 (30)/विशेष सैल 75-एम. एम. II(क) का अतिरिक्त किया जाता है।

[संख्या - 1 (11)/विशेष सैल/88-एम. एम. II(ख)]

S.O. 1744.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Divisional Commissioner, Jaipur, Government of Rajasthan, as Deputy Custodian General of Evacuee Property for the purpose of discharging, in addition to his own duties, the duties imposed on such Deputy Custodian General by or under the said Act in respect of evacuee properties in the Rajasthan State.

2. This notification supersedes erstwhile Ministry of Supply and Rehabilitation (Department of Rehabilitation's) notification No. 1(30)/Spl. Cell/75-SS.II(A) dated 27th May, 1981.

[No. 1(11)/Spl. Cell/88-SS.II(B)]

नई दिल्ली, 21 जून, 1989

का. भा. 1745:—निष्क्रान्त सम्पत्ति प्रबन्ध अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इसके द्वारा निष्क्रान्त संपत्ति सैल, भूमि और भवन विभाग, दिल्ली प्रशासन में सहायक बंदोबस्त अधिकारी सर्व/श्री छबीलदास एवं श्री. एन. मेहता को उनके अपने कार्य के प्रतिरिक्त उक्त अधिनियम के द्वारा अथवा उसके अंतर्गत दिल्ली संघ राज्य क्षेत्र में स्थित निष्क्रान्त शहरी और ग्रामीण संपत्तियों और भूमि के प्रबंध और निपटान के संबंध में ऐसे सहायक अभिरक्षकों को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य से निष्क्रान्त संपत्ति के सहायक अभिरक्षक नियुक्त करती है।

[संख्या - 1 (3) विशेष सैल/89 एम. एम. II(क)]

New Delhi, the 21st June, 1989

S.O. 1745.—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints S/Shri Chhabil Dass and V.N. Mehta, Assistant Settlement Officers in the Land and Building Department, Evacuee Property Cell, Delhi Administration, as Assistant Custodians of Evacuee Property, in addition to their own duties, for the purpose of performing the functions assigned to such Assistant Custodian by or under the said Act, in respect of the management and disposal of evacuee urban and rural properties and lands situated in the Union Territory of Delhi.

[No. 1(3)/Spl.-Cell/89-SS.II(A)]

का. भा. 1746:—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (I) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एवं द्वारा निष्क्रान्त संपत्ति सैल, भूमि और भवन विभाग, दिल्ली प्रशासन में सहायक बंदोबस्त अधिकारी सर्व/श्री छबील दास एवं श्री. एन. मेहता को उनके अपने कार्य के प्रतिरिक्त उक्त अधिनियम के द्वारा अथवा उनके अधीन, दिल्ली संघ राज्य क्षेत्र में स्थित मुद्राधजा पूल के भाग की अर्जित निष्क्रान्त शहरी

और ग्रामीण संपत्तियों और भूमि के प्रबंध और निपटान के संबंध में प्रबंध अधिकारी को सौंपे गए कार्यों के निष्पादन के लिए प्रबंध अधिकारी नियुक्त करती है।

[संख्या 1 (3)/विशेष सैल/89-एम. एम. II(ख)]

कुलदीप राय, उप सचिव

S.O. 1746.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (C&R) Act, 1954 (44 of 1954), the Central Government hereby appoints S/Shri Chhabil Das and V. N. Mehta, Assistant Settlement Officers in the Land and Building Department, Evacuee Property Cell, Delhi Administration, as Managing Officers in addition to their own duties, for the purpose of performing the functions assigned to a Managing Officer by or under the said Act, in respect of management and disposal of acquired evacuee urban and rural properties and lands situated in the Union Territory of Delhi, forming a part of the Compensation Pool.

[No. 1(3)/Spl. Cell/89-SS.II(B)]

KULDIP RAI, Dy. Secy.

नई दिल्ली, 9 जून, 1989

का. भा. 1747:—निष्क्रान्त संपत्ति प्रबन्ध अधिनियम, 1950 (1950 का 31) की धारा 55 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जी. पी. एम. साहू, महाभिरक्षक एवं द्वारा इस विभाग की अधिसूचना संख्या -I (11)/विशेष सैल/88-एम. एम. II(ख) दिनांक 9-6-89 द्वारा उप महाभिरक्षक के रूप में नियुक्त मंडल आयुक्त, जयपुर, राजस्थान सरकार में महा अभिरक्षक की निम्नलिखित शक्तियां प्रत्यायोजित करता हूँ :-

- (1) उक्त अधिनियम की धारा 24 कड़ी 27 के अंतर्गत शर्तों सुनने की शक्तियां।
- (2) अधिनियम की धारा 10(2) (O) के अंतर्गत किसी निष्क्रान्त संपत्ति के हस्तांतरण के अनुमोदन की शक्तियां।
- (3) निष्क्रान्त संपत्ति प्रबन्ध नियम (केन्द्रीय) नियम, 1950 के नियम 30-ए के अंतर्गत मामलों के हस्तांतरण की शक्तियां।

2 इसके द्वारा अधिसूचना संख्या -1 (30)/विशेष सैल/75 एम. एम. II, दिनांक 27-5-81 का अतिरिक्त किया जाता है।

[संख्या 1 (11) विशेष सैल/88-एम. एम. (ii)(ग)]

जी. पी. एम. साहू, महा अभिरक्षक

New Delhi, the 9th June, 1989

S.O. 1747.—In exercise of the powers conferred on me by sub-section (3) of Section 55 of the Administration of Evacuee Property Act, 1950 (31 of 1950), I, G.P.S. Sahi, Custodian General, hereby delegate to the Divisions Commissioner, Jaipur, Government of Rajasthan appointed as Deputy Custodian General vide this Department's notification No. 1(11)/Spl. Cell/88-SS.II(B) dated 9th June, 1989, the following powers of the Custodian General :

- (i) Powers under Sections 24 and 27 of the Act.
- (ii) Powers of approval of transfer of any evacuee property under Section 10(2)(o) of the Act.
- (iii) Powers of transfer of cases under Rules 30-A of the Administration of Evacuee Property (Central) Rules, 1950.

2. This supersedes notification No. 1(30)/Spl. Cell/75-SS. II, dated 27th May, 1981.

[No. 1(11) Spl. Cell/88-SS-II(C)]

G. P. S. SAHI, Custodian General

कार्मिक, लोक शिक्षा तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 22 जून, 1989

का. आ. 1748.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम 25) की धारा 5 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मिज़ोरम राज्य सरकार की सहमति से निम्नलिखित अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण मिज़ोरम राज्य पर करती है।

(क) ऐसे अपराध जो 25(1)(क)/27 आयुध अधिनियम के साथ पठित 12(1) (क) पासपोर्ट अधिनियम के साथ पठित भारतीय दंड संहिता, 36 (1860 का 45) की धारा 121/501 के अधीन वर्णित हैं।

(ख) मिज़ोरम के भूतपूर्व मुख्यमंत्री श्री लालडेंग की हत्या करने के कथित पड़ोस के संबंध में गैजबल पुलिस थाने में रजिस्ट्रीकृत भालमा सं. 669/88 से संबंधित किसी संभवहार के अनुक्रम में किए गए उक्त अपराधों या किसी अन्य अपराध के संबंध में या उनसे संसक्त प्रयत्न, दुष्प्रयत्न और षड्यंत्र।

[संख्या 228 /6 /87 ए. बी. डी. (II)]

हजारा सिंह, उप सचिव

MINISTRY OF PERSONNEL, P.G. AND PENSIONS

(Department of Personnel and Training)

ORDER

New Delhi, the 22nd June, 1989

S.O. 1748.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act 25 of 1946), the Central Government with the consent of State Government of Mizoram, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Mizoram for investigation of offences as hereunder :—

(a) Offences punishable under Section 121/501 Indian Penal Code 1860 (45 of 1860) read with 25(1) (A)/27 Arms Act read with 12(1)(A) Passport Act.

(b) Attempts, abetments and conspiracies in relation to, or in connection with the said offences and any other offence committed in the course of any transaction in regard to case No. 669/88 registered at Aizwal Police Station—in connection with the alleged plot to assassinate Shri Laldenga, former Chief Minister of Mizoram.

[No. 228/6/87-AVD.(II)]

HAZARA SINH, Dy. Secy.

आवेश

नई दिल्ली, 5 जुलाई, 1989

का. आ. 1749.—केंद्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश की राज्य सरकार की सहमति से, दिल्ली विशेष

पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार, निम्नलिखित अपराधों के अन्वेषण के लिए, सम्पूर्ण उत्तर प्रदेश राज्य पर करती है :—

(क) अप्रष्टाचार निवारण अधिनियम, 1988(1988 का अधिनियम सं. 49)के अधीन अपराध।

(ख) उपर वर्णित अपराधों में से एक या अधिक अपराधों के संबंध में उनसे संसक्त प्रयत्नों, दुष्प्रयत्नों और षड्यंत्रों तथा उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संभवहार के अनुक्रम में किए गए किसी अन्य अपराध या अपराधों के संबंध में।

[संख्या 228/40/88-ए. बी. डी. (II)]

ORDER

New Delhi, the 5th July, 1989

S.O. 1749.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Uttar Pradesh hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of offences as hereunder :—

(a) Offences under Prevention of Corruption Act, 1988 (Act No. 49 of 1988).

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/40/88-AVD.II]

नई दिल्ली, 7 जुलाई, 1989

का. आ. 1750:—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री एम. रतन सिंह, अधिवक्ता, कालीकट को जिला और सेशन न्यायाधीश त्रिचूर के न्यायालय में श्री के. बी. वर्गीज और चार अन्य व्यक्तियों के विरुद्ध लखित विचारण में सी. बी.आई. मामला आर. सी. 5 (एस) 88 के ई.आर. के अभियोजन को चलाने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[संख्या 225 /1/89 ए. बी. डी. (II)]

New Delhi, the 7th July, 1989

S.O. 1750.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedures, 1973 (2 of 1974), the Central Government hereby appoints Shri M. Ratna Singh, Advocate, Calicut as Special Public Prosecutor for conducting the prosecution of CBI Case RC. 5(8)/88/KER against Shri K. V. Varghese and 4 others pending trial in the Court of District and Sessions Judge, Trichur.

[No. 225/1/89-AVD.II]

का. आ. 1751:—केंद्रीय सरकार दण्ड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए लखनऊ में अपील और पुनरीक्षण न्यायालयों में भारतीय 9/84 एस. आई. यू. (II) नई दिल्ली से उद्भूत होने वाले श्री नाजिर अली और अन्य के विरुद्ध दिल्ली विशेष पुलिस स्थापना के विचारण का संवादन करने के प्रयोजन के लिए विशेष लोक अभियोजक के रूप में श्री आर. के. अग्रवाल, अधिवक्ता, लखनऊ को नियुक्त करती है।

[संख्या 225/4/89 ए. बी. डी. (ii)]

S.O. 1751.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri R. K. Agrawal, Advocate, Lucknow, as Special Public Prosecutor for the purpose of conducting the trial of the Delhi Special Police Establishment against Shri Nazir Ali and others arising out of RC-9/84-SIU (XI), New Delhi in the trial, Appellate and Revisional Courts at Lucknow.

[No. 225/4/89-AVD.II]

का. भा. 1752:—केन्द्रीय सरकार दंड संहिता, 1973 (1974 का 2) की धारा 24 की उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री जेड. एन. शाह अधिवक्ता, अहमदाबाद की श्री भुज भाई जयामल और अन्य के विरुद्ध मामला संख्या आर. सी. 5/86 अहमदाबाद में विशेष न्यायाधीश, अहमदाबाद के न्यायालय में उपसंजात होने के लिए विशेष अभियोजक नियुक्त करता है।

[संख्या 225 / 6 / 89 ए. वी. डी. (II)]

जी. सीतारामन, अवसर सचिव

S.O. 1752.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Z. N. Shaikh, Advocate as Special Prosecutor to conduct prosecution in the Court of Special Judge, Ahmedabad in RC. 5/86-ABD against Shri Bhuj Bhai Jayamal and others.

[No. 225/6/89-AVD.II]

G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 31 मई, 1989

प्रायकर

का. भा. 1753:—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (II ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एक्सपोर्ट-इम्पोर्ट बैंक आफ इंडिया, बम्बई द्वारा जारी किए गए "11.5 प्रतिशत एक्सपोर्ट-इम्पोर्ट बैंक बंधपत्र—2009 (60 वीं श्रृंखला)" को एतद्वारा उक्त खंड के प्रयोजनार्थ विनिर्दिष्ट करती है।

बशर्ते कि उक्त परन्तुक के अन्तर्गत लाभ इस प्रकार के बंधपत्रों के अन्तर्ण के मामले में पृष्ठांकन अथवा वितरण द्वारा तभी अनुमत्य होगा यदि अंतरिती इस प्रकार के अन्तर्ण से 60 दिन की अवधि के भीतर रजिस्टर्ड डाक द्वारा एक्सपोर्ट इम्पोर्ट बैंक आफ इंडिया को सूचित करेगा।

[सं. 8383/का. सं. 275/45/89—प्रायकर (ब)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 31st May, 1989

INCOME TAX

S.O. 1753.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "11.5 per cent Exim Bank Bonds—2009 (Sixth Series)", issued by the Export-Import Bank of India, Bombay, for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds by endorsement or delivery, only if the transferee informs the Export-Import Bank of India by registered post within a period of sixty days of such transfer.

[No. 8383/F. No. 275/45/89-IT(B)]

नई दिल्ली, 1 जून, 1989

प्रायकर

का. भा. 1754:—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (ii ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इंडस्ट्रियल डिवेलपमेंट बैंक आफ इंडिया, बम्बई द्वारा जारी किए गए "11.5 प्रतिशत आई. डी. बी. आई बंधपत्र 2009 (52 वीं श्रृंखला)" को एतद्वारा उक्त खंड के प्रयोजनार्थ विनिर्दिष्ट करता है।

बशर्ते कि उक्त परन्तुक के अन्तर्गत लाभ उप प्रकार के बंधपत्रों के अन्तर्ण के मामले में पृष्ठांकन अथवा वितरण द्वारा तभी अनुमत्य होगा यदि अन्तरिती इस प्रकार के अन्तर्ण से 60 दिन की अवधि के भीतर रजिस्टर्ड डाक द्वारा इंडस्ट्रियल डिवेलपमेंट बैंक आफ इंडिया को सूचित करेगा।

[सं. 8384/का. सं. 275/58/89—प्रायकर (ब)]

New Delhi, the 1st June, 1989

INCOME TAX

S.O. 1754.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "11.5 per cent IDBI Bonds 2009 (Fifty-second Series)", issued by the Industrial Development Bank of India, Bombay, for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Development Bank of India by registered post within a period of sixty days of such transfer.

[No. 8384/F. No. 275/58/89-IT(B)]

प्रायकर

का. भा. 1755:—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (iiख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इंडस्ट्रियल फाइनेंस कारपोरेशन आफ इंडिया, नई दिल्ली द्वारा जारी किए गए "11.5 प्रतिशत इंडस्ट्रियल फाइनेंस कारपोरेशन बंधपत्र, 2009 (52 वीं श्रृंखला)" को एतद्वारा उक्त खंड के प्रयोजनार्थ विनिर्दिष्ट करती है।

बशर्ते कि उक्त परन्तुक के अन्तर्गत लाभ इस प्रकार के बंधपत्रों के अन्तर्ण के मामले में पृष्ठांकन अथवा वितरण द्वारा तभी अनुमत्य होगा यदि अन्तरिती इस प्रकार के अन्तर्ण से 60 दिन की अवधि के भीतर रजिस्टर्ड डाक द्वारा इंडस्ट्रियल फाइनेंस कारपोरेशन आफ इंडिया अथवा भारतीय रिजर्व बैंक (आई एफ सी आई बंधपत्रों को जारी करने और उनकी प्रबंध-व्यवस्था के लिए इन्चार्ज प्रबन्धकों) को सूचित करेगा।

[सं. 8385/का. सं. 275/59/89—प्रायकर (ब.)]

INCOME TAX

S.O. 1755.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income-tax Act,

1961 (43 of 1961), the Central Government hereby specifies the 11.5 per cent Industrial Finance Corporation Boards, 2009 (Fifty-second Series)" issued by the Industrial Finance Corporation of India, New Delhi, for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Finance Corporation of India or the Reserve Bank of India (Managers incharge for the issue and management of IFCI bonds) by registered post within a period of sixty days of such transfer.

[No. 8385/F. No. 275/59/89-IT(B)]

नई दिल्ली, 22 जून, 1989

आयकर

का. आ. 1756.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) के अनुसरण में तथा भारत सरकार, राजस्व विभाग की दिनांक 14-12-1987 की अधिसूचना सं. 7652 (फा. सं. 398/29/87/आयकर (ब) के अतिरिक्त में केन्द्रीय सरकार एतद्वारा श्री आर. एस. केदावत को केन्द्रीय सरकार के राजपत्रित अधिकारी होने के नाते, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

यह अधिसूचना श्री आर. एस. केदावत के द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 8394 फा./सं. 398/15/88-आय कर (ब)]

New Delhi, the 22nd June, 1989

INCOME-TAX

S.O. 1756.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 7562 (F. No. 398/29/87-IT(B) dated 14-12-87, the Central Government hereby authorises Shri R. S. Kedawat, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax recovery Officer under the said Act.

2. This Notification shall be effective from the date Shri R. S. Kedawat took over charge as Tax Recovery Officer.

[No. 8394/F. No. 398/15/88-IT(B)]

आयकर

का. आ. 1757.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) के अनुसरण में, वित्त मंत्रालय (राजस्व विभाग) में दिनांक 4-2-1985 का जारी की गई अधिसूचना सं. 6131 (फा. सं. 398/36/84-आयकर (ब) में आंशिक संशोधन करते हुए, श्री आर. बी. सितलानी, जिन्हें केन्द्रीय सरकार द्वारा कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत किया गया था, दिनांक 7-11-1988 से कर वसूली अधिकारी के रूप में उनके द्वारा शक्तियों का प्रयोग किया जाना समाप्त कर दिया गया है।

[सं. 8392/फा. सं. 398/9/88-आयकर (ब)]

बी. ई. एल्लेकेंडर, अवर सचिव

INCOME-TAX

S.O. 1757.—In partial modification of notification issued in the Ministry of Finance (Department of Revenue) No. 6131 (F. No. 398/36/84-IT(B) dated 4-2-1985 in pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-

tax Act, 1961 (43 of 1961), Shri R. B. Sidani who had been authorised by the Central Government to exercise the powers of Tax Recovery Officer ceased to exercise the powers of Tax Recovery Officer with effect from 7-11-1988.

[No. 8392/F. No. 398/9/88-IT(B)]

B. E. ALEXANDER, Under Secy.

आर्थिक कार्य विभाग

(बैंकिंग विभाग)

नई दिल्ली, 19 जून, 1989

का. आ. 1758.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर इसके द्वारा यह घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियों) विनियमावली, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबन्ध बांद्रा पीपुल्स-कॉऑपरेटिव बैंक लि., बम्बई पर उस सीमा तक लागू नहीं होंगे, जहां तक वे समाचार-पत्र में लेखा परीक्षक की रिपोर्ट के साथ 30 जून, 1988 को समाप्त वर्ष के तुलन-पत्र और लाभ-हानि विवरण के प्रकाशन से संबंधित हों।

[एफ. संख्या 6/3/89-ए.सो.]

प्रवीण कुमार तेजयान, अवर सचिव

DEPARTMENT OF ECONOMIC AFFAIRS

(Banking Division)

New Delhi, the 19th June, 1989

S.O. 1758.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the Bandra Peoples' Cooperative Bank Ltd., Bombay so far as they relate to its publication of the balance-sheet and profit and loss accounts for the year ended 30 June 1988 together with the auditors' report in the newspaper.

[F. No. 6(3)/89-AC]

P. K. TEJYAN, Under Secy.

नई दिल्ली, 19 जून, 1989

का. आ. 1759.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध प्रदेशीक ग्रामी बैंक अधिनियम 1976 (1976 का 21) की धारा 3 के उप-धारा (1) के अंतर्गत स्थापित किये गये क्षेत्रीय ग्रामीण बैंकों पर उस सीमा तक लागू नहीं होंगे, जहां तक उनका संबंध 31 मार्च, 1989, 31 मार्च, 1990 तथा 31 मार्च, 1991 को समाप्त वर्षों के लिए उनके तुलन-पत्रों और लाभ-हानि विवरण तथा उन पर लेखा परीक्षकों की रिपोर्ट के प्रकाशन से है।

[सं. एफ. 8-6-87 आर. आर बी.]

बी. बी. माथुर, अवर सचिव

New Delhi, the 19th June, 1989

1759.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declare that the provisions of Section 31 of the said Act shall not apply to the Re-

gional Rural Banks established under sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) in so far as the said Section requires the publication of their balance sheets and profit and loss accounts together within the Auditors' Reports thereon in respect of the years ending 31-3-1989, 31-3-1990 and 31-3-1991.

[No. F. 8-6/87-RRB]

V. B. MATHEUR, Under Secy.

नई दिल्ली, 22 जून, 1989

का. आ. 1760.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 7 के साथ पठित खंड 5 के उपखंड (1) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री आई. एस. हेगड़े को जिन्हें 16 फरवरी, 1989 से कापीरेशन बैंक के प्रबंध निदेशक के रूप में पुनः नियुक्त किया गया है, उसी तारीख से कापीरेशन के बैंक निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त करती है।

[संख्या एफ. 9/49/88-बी. ओ.-1(2)]

New Delhi, the 22nd June, 1989

S.O. 1760.—In pursuance of sub-clause (1) of clause 5, read with clause 7, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Y. S. Hegde who has been re-appointed as Managing Director of Corporation Bank with effect from February 16, 1989 to be the Chairman of the Board of Directors of Corporation Bank with effect from the same date.

[No. F. 9/49/88-BO.I(2)]

का. आ. 1761.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 8 के उपखंड (1) के साथ पठित खंड 3 उपखंड (क) के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री आई. एस. हेगड़े को 16 फरवरी, 1989 से प्रारम्भ होने वाली और 9 जुलाई, 1990 का समाप्त होने वाली अवधि के लिए कापीरेशन बैंक के प्रबंध निदेशक के रूप में पुनः नियुक्त करती है।

[संख्या एफ. 9/49/88-बी ओ 1(1)]

S.O. 1761.—In pursuance of sub-clause (a) of clause 3, read with sub-clause (1) of clause 8, of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1980, the Central Government, after consultation with the Reserve Bank of India, hereby re-appoints Shri Y. S. Hegde as the Managing Director of Corporation for a period commencing on February 16, 1989 and ending with 9th July 1990.

[F. No. 9/49/88-BO.I(1)]

नई दिल्ली, 28 जून, 1989

का. आ. 1762.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) योजना 1970 की धारा 3 की उप-धारा (ज) के अनुसरण में केन्द्रीय सरकार वित्त मंत्रालय आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के संयुक्त सचिव श्री वल्लरी नारायण को श्री म. नी. बूच के स्थान पर एतद्वारा सिंडीकेट बैंक के निदेशक के रूप में नियुक्त करती है।

[सं. एफ. 9/6/89-बी. ओ. 1(1)]

New Delhi, the 28th June, 1989

S.O. 1762.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Valluri Narayan, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division) New Delhi as a Director of Syndicate Bank vice Shri M. N. Buch.

[F. No. 9/6/89-BO.I(1)]

का. आ. 1763.—राष्ट्रीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 25 की उपधारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्-द्वारा नीचे की सारणी के कालम (2) में उल्लिखित व्यक्तियों को उनमें से प्रत्येक के सामने उगी सारणी के कालम (3) में उल्लिखित व्यक्तियों के स्थान पर सारणी के कालम (1) में दिए गए अनुपंगी बैंकों के निदेशक के रूप में नामित करती है :—

सारणी

1	2	3
1. स्टेट बैंक आफ़ बीकानेर एंड जयपुर	श्रीमती अनिता कपूर उप सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग), नई दिल्ली।	श्री प्रदीप कुमार
2. स्टेट बैंक आफ़ हैदराबाद	श्रीमती अनिता कपूर उप सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग), नई दिल्ली।	कु. रंजना रे

[संख्या एफ 9/6/89-बी ओ-1(2)]

S.O. 1763.—In exercise of the powers conferred by clause (e) of sub-section (1) of section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, hereby nominates the persons specified in column (2) of the Table below as Directors of the Subsidiary Banks specified in column (1) thereof in place of the persons specified in the corresponding entry in column (3) of the said Table :

TABLE

1	2	3
State Bank of Bikaner and Jaipur	Smt. Anita Kapoor, Deputy Secretary, Ministry of Finance, Department of Economic Affairs, (Banking Division) New Delhi.	Shri Pradeep Kumar
State Bank of Hyderabad	Smt. Anita Kapoor, Deputy Secretary, Ministry of Finance, Department of Economic Affairs, (Banking Division), New Delhi.	Kum. Ranjana Ray

[No. F. 9/6/89-BO.I(2)]

का.आ. 1764.—निधेय बीमा तथा फंडिंग गारंटी निगम अधिनियम, 1961 (1961 का 47) की धारा 6 की उपधारा (1) के खण्ड (ग) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार एतद्वारा आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के संयुक्त सचिव, श्री वल्लुरी नारायण को श्री अजय कुमार अग्रवाल के स्थान पर निधेय बीमा तथा प्रत्यक्ष गारंटी निगम के निदेशक के रूप में नामित करती है।

[संख्या एफ 9/6/89-बी.ओ. 1(3)]

एम.एस. सी.वारागमन, अवर सचिव

S.O. 1764.—In pursuance of the provisions of clause (c) of sub-section (1) of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961) the Central Government hereby nominates Shri Valluri Narayan, Joint Secretary, Department of Economic Affairs (Banking Division), New Delhi as a director of the Deposit Insurance and Credit Guarantee Corporation vice Shri A. K. Agarwal.

M. S. SFETHARAMAN, Under Secy.

[No. F. 9/6/89-BO.1(3)]

नई दिल्ली, 26 जून, 1989

का.आ. 1765.—बैंककारी विनियमन अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सकारिण पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में फार्म "क" के साथ संलग्न टिप्पणी (न) के उपबन्ध निम्नलिखित बैंकों पर, जहां तक उनका संबंध 31 मार्च, 1989 को उनके मुलतवर्तों से है, लागू नहीं होंगे।

1. फेडरल बैंक लिमिटेड
2. बरेली कार्पोरेशन बैंक लिमिटेड।

[संख्या 15/2/89-बी.ओ.-3]

प्राण नाथ, अवर सचिव

New Delhi, the 26th June, 1989

1765.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note(f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the following banks namely :—

1. The Federal Bank Limited.
2. The Bareilly Corporation Bank Limited.

in respect of their balance sheet as at the 31st day of March, 1989.

[No. 15/2/89-B.O.III]

PRAN NATH, Under Secy.

नई दिल्ली, 30 जून, 1989

का.आ. 1766.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) अधिनियम, 1970 की धारा 9 की उपधारा (2) के साथ पठित धारा 3 की उपधारा (ख) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा श्री गोपालदेसीकन रघुनाथन् विशेष सहायक, इंडियन ओवरसीज बैंक, नूंगम्बकम हाई रोड, मद्रास को दिनांक 30 जून, 1989 से 29 जून, 1992 तक अथवा जब तक वे इंडियन ओवरसीज बैंक के एक कर्मचारी के रूप में अपनी सेवा छोड़ नहीं देते हैं, इनमें से जो भी पहले हो, इंडियन

ओवरसीज बैंक के निदेशक बोर्ड में निदेशक के रूप में नियुक्त करती है।

[संख्या 15/7/88-आई.आर.]

एम.पी. भाटिया, अवर सचिव

New Delhi, the 30th June, 1989

S.O. 1766.—In pursuance of sub-clause (b) of Clause 3 read with sub-clause (2) of Clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Gopaladesikan Raghunathan, Special Assistant, Indian Overseas Bank, Nungambakkam High Road, Madras as a director on the Board of Directors of Indian Overseas Bank with effect from 30th June, 1989 to 29th June, 1992 or until he ceases to be an employee of the Indian Overseas Bank whichever is earlier.

[No. F. 15/7/88-IR]

S. P. BHATIA, Under Secy.

(बीमा प्रभाग)

नई दिल्ली, 6 जुलाई, 1989

का.आ. 1767.—जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार जीवन बीमा निगम के प्रबंध निदेशक, श्री जी. चिदम्बर को एतद्वारा कार्यभार संभालने की तारीख से और जब तक वह निगम के प्रबंध निदेशक के पद पर बने रहते हैं, तब तक के लिए भारतीय जीवन बीमा निगम के बोर्ड में सदस्य के रूप में नियुक्त करती है।

[फाइल संख्या 108/2/86-बीमा-4]

(Insurance Division)

New Delhi, the 6th July, 1989

S.O. 1767.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri G. Chidambar, Managing Director, LIC as Member of the Board of Life Insurance Corporation of India from the date of assumption of charge and till he holds the post of Managing Director of the Corporation.

[F. No. 108/2/86-Ins. IV]

का.आ. 1768.—जीवन बीमा निगम अधिनियम, 1956 की धारा 4 (1956 का 31) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री एन.के. शिंकार, प्रबंध निदेशक, को एतद्वारा 6 जुलाई, 1989 से 8 अक्टूबर, 1990 तक, जो कि उनकी सेवानिवृत्ति की तारीख है, भारतीय जीवन बीमा निगम का अध्यक्ष नियुक्त करती है।

[एफ संख्या 108/1/86-बीमा-4]

जी.सी. बासुमतारी, उप सचिव

S.O. 1768.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri N. K. Shinkar, Managing Director as Chairman of the Life Insurance Corporation of India with effect from 6th July, 1989 to 8th October, 1990, the date of his superannuation.

[F. No. 108/1/86-Ins. IV]

G. C. BASUMATARI, Dy. Secy.

कार्यालय मुख्य आयकर आयुक्त (तक.)

कलकत्ता, 18 मई, 1989

का.अ. 1769.—आयकर अधिनियम 1961 की धारा 120 की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं मुख्य आयकर आयुक्त (तकनीकी) कलकत्ता, एमद्वारा निदेश देता हूँ कि संलग्न अनुसूची "क" के स्तंभ (3) में वर्णित कर वसूली अधिकारियों को, जो उक्त अनुसूची के कमजोर भाग (1) और (2) में वर्णित आयकर आयुक्त और आयकर उपायुक्त के प्रशासनिक नियंत्रणाधीन हैं, उन निर्धारितियों की बाबत अधिकारिता होगी जो उक्त अनुसूची के स्तंभ (4) में उल्लिखित आयकर प्राधिकारियों के क्षेत्राधिकार है अथवा होंगे।

2. यह अनुसूची दिनांक 1-4-1989 से लागू होगी।

[सं. 5/89-9 0]

ए.के. चोप्रा, मुख्य आयकर आयुक्त (तकनीकी)

अनुसूची "ए"

का.अ. का प्रसार	उप.आ. रेंज	क.व.अ. का प्रसार	क.व.अ. की अधिकारिता इन निर्धारितियों पर जो विभिन्न आयकर प्राधिकारियों के अधीन है या होंगे
1	2	3	4
आ.अ.प.अ. IV	उप.आ. रेंज-3, कलकत्ता	क.व.अ.-III कलकत्ता 24 परगना, स.आ., अनु. सर्किल 3(1) कलकत्ता	स.आ., सर्किल 3(2), कलकत्ता स.आ., अनु. सर्किल 3(3), कलकत्ता आ.अ., वार्ड 3(1), कलकत्ता उप.आ. विशेष रेंज-17, कलकत्ता आ.अ., विशेष वार्ड-17(1) कलकत्ता आ.अ. विशेष वार्ड-17(2) कलकत्ता
--वही--	--वही--	क.व.अ.-IX, कलकत्ता और 24 परगना, कलकत्ता	आ.अ., वार्ड-3(7), कलकत्ता आ.अ., वार्ड-3(8), कलकत्ता आ.अ., वार्ड-3(9), कलकत्ता आ.अ., वार्ड-3(10), कलकत्ता आ.अ., वार्ड-3(11), कलकत्ता आ.अ., वार्ड-3(2), कलकत्ता
--वही--	--वही--	क.व.अ.-XXVI कलकत्ता और 24 परगना, कलकत्ता	स.आ., सर्किल-3(1), कलकत्ता आ.अ., वार्ड-3(3), कलकत्ता आ.अ., वार्ड-3(4), कलकत्ता
--वही--	--वही--	क.व.अ.-XXVII, कलकत्ता और 24 परगना, कलकत्ता	आ.अ., वार्ड-3(2), कलकत्ता आ.अ., वार्ड-3(6), कलकत्ता आ.अ., विशेष-वार्ड-4, कलकत्ता आ.अ., विशेष वार्ड 4(1), कलकत्ता आ.अ., विशेष वार्ड-4(2)
--वही--	उप.युक्त रेंज-12, कलकत्ता	क.व.अ.-VI, कलकत्ता और 24 परगना, कलकत्ता	स.आ.अनु., सर्किल-12(1), कलकत्ता स.आ. सर्किल-12(1), कलकत्ता स.आ. सर्किल-12(2), कलकत्ता स.आ. सर्किल-12(3), कलकत्ता स.आ. सर्किल-12(4), कलकत्ता स.आ. सर्किल-12(5), कलकत्ता आ.अ., वार्ड-12(1), कलकत्ता आ.उपा.विशेष रेंज-14, कलकत्ता आ.अ., विशेष वार्ड-14(1), कलकत्ता आ.अ., विशेष वार्ड-14(2), कलकत्ता आ.उपा.विशेष रेंज-15, कलकत्ता आ.अ., विशेष वार्ड-15(1), कलकत्ता आ.अ., विशेष वार्ड-15(2), कलकत्ता

1	2	3	4
आ. प्रा. प. वं.-V	आ. उपा. रेंज-4, कलकत्ता	क. व. प्रा.-XXI, कलकत्ता और परगना, कलकत्ता	स. प्रा. अनु. सर्किल-4(1), कलकत्ता स. प्रा. सर्किल-4(1), कलकत्ता आ. प्रा., वार्ड-4(2), कलकत्ता आ. प्रा., वार्ड-4(3), कलकत्ता
आ. प्रा. प. वं.-V	आ. उपा. रेंज-4 कलकत्ता	क. व. प्रा.-XXII, कलकत्ता और 24 परगना, कलकत्ता	स. प्रा. अनु. सर्किल-4(2), कलकत्ता आ. प्रा., वार्ड-4(9), कलकत्ता आ. प्रा., वार्ड-4(10), कलकत्ता आ. प्रा., वार्ड-4(11), कलकत्ता आ. प्रा., वार्ड-4(2), कलकत्ता
--वही--	--वही--	क. व. प्रा.-XLII, कलकत्ता और 24 परगना, कलकत्ता	आ. प्रा., वार्ड-4(4), कलकत्ता आ. प्रा., वार्ड-4(5), कलकत्ता आ. प्रा., वार्ड-4(7), कलकत्ता
--वही--	--वही--	क. व. प्रा.-XLIII, कलकत्ता और 24 परगना, कलकत्ता	आ. प्रा., वार्ड-4(1), कलकत्ता आ. प्रा., वार्ड-4(6), कलकत्ता आ. प्रा., वार्ड-4(8), कलकत्ता
--वही--	--वही--	क. व. प्रा.-XLIV, कल. और 24 परगना, कलकत्ता	आ. प्रा., वार्ड-4(13), कलकत्ता आ. प्रा., वार्ड-4(14), कलकत्ता आ. प्रा., वार्ड-4(15), कलकत्ता आ. प्रा., वार्ड-4(16), कलकत्ता आ. प्रा., वार्ड-4(17), कलकत्ता
--वही--	उपा. रेंज-9 क. कना	क. व. प्रा.-VI, कल. और 24 परगना, कलकत्ता	स. प्रा., विशेष रेंज-5, कलकत्ता आ. प्रा., विशेष वार्ड-5(1), कलकत्ता आ. प्रा., विशेष वार्ड-5(2), कलकत्ता स. प्रा. अनु. सर्किल-9(1), कलकत्ता स. प्रा. कम. सर्किल-9(1), कलकत्ता स. प्रा. कम. सर्किल-9(2), कलकत्ता स. प्रा. कम. सर्किल-9(3), कलकत्ता स. प्रा. कम. सर्किल-9(4), कलकत्ता स. प्रा. कम. सर्किल-9(5), कलकत्ता आ. प्रा. कम. वार्ड-9(1), कलकत्ता
आ. प्रा. प. वं.-VI,	उपा. प्रा., रेंज-5, कलकत्ता	क. व. प्रा.-V, कल. और 24 परगना, कलकत्ता	स. प्रा. सर्किल-5(2), कलकत्ता स. प्रा. सर्किल-18(5), कलकत्ता आ. प्रा., वार्ड-5(5), कलकत्ता आ. प्रा., वार्ड-5(6), कलकत्ता आ. प्रा., वार्ड-5(7), कलकत्ता आ. प्रा., वार्ड-5(8), कलकत्ता आ. प्रा., वार्ड-5(9), कलकत्ता आ. प्रा., वार्ड-5(19), कलकत्ता आ. प्रा., वार्ड-5(20), कलकत्ता आ. प्रा. वार्ड-5(12), कलकत्ता
आ. प्रा. प. वं.-VI,	उपा. प्रा., रेंज-5, कलकत्ता	क. व. प्रा.-XXV, कल. और 24 परगना, कलकत्ता	उपा. प्रा. विशेष रेंज-6, कलकत्ता आ. प्रा., विशेष वार्ड-6(1), कलकत्ता आ. प्रा., विशेष वार्ड-6(2), कलकत्ता स. प्रा. अनु. सर्किल-5(1), कलकत्ता स. प्रा. सर्किल-5(3), कलकत्ता स. प्रा. सर्किल-5(4), कलकत्ता स. प्रा. सर्किल-5(5), कलकत्ता आ. प्रा., वार्ड-5(1), कलकत्ता आ. प्रा. वार्ड-5(2), कलकत्ता आ. प्रा., वार्ड-5(3), कलकत्ता आ. प्रा., वार्ड-5(4), कलकत्ता

1	2	3	4
			आ.प्र., वार्ड-5(10), कलकत्ता आ.प्र., वार्ड-5(11), कलकत्ता आ.प्र., वार्ड-5(12), कलकत्ता आ.प्र., वार्ड-5(13), कलकत्ता आ.प्र., वार्ड-5(14), कलकत्ता आ.प्र., वार्ड-5(15), कलकत्ता आ.प्र., वार्ड-5(16), कलकत्ता आ.प्र., वार्ड-5(17), कलकत्ता आ.प्र., वार्ड-5(18), कलकत्ता
आ.आ., प.ब.-VI	उप.आ., रेंज-18, कलकत्ता क.ब.प्र.-X, कल. और 24 परगना, कलकत्ता		आ.प्र., वार्ड-18(11), कलकत्ता आ.प्र., वार्ड-18(12), कलकत्ता आ.प्र., वार्ड-18(13), कलकत्ता आ.प्र., वार्ड-18(14), कलकत्ता स.आ., सर्किल-18(4), कलकत्ता
--वही--	--वही--	क.ब.प्र.-XXV-1	स.आ., सर्किल-18(1), कलकत्ता स.आ., सर्किल-18(1), कलकत्ता आ.प्र., वार्ड-18(1), कलकत्ता आ.प्र., वार्ड-18(2), कलकत्ता आ.प्र., वार्ड-18(3), कलकत्ता आ.प्र., वार्ड-18(4), कलकत्ता आ.प्र., वार्ड-18(5), कलकत्ता
--वही--	--वही--	क.ब.प्र.-XXV-11	आ.प्र., वार्ड-18(6), कलकत्ता आ.प्र., वार्ड-18(7), कलकत्ता आ.प्र., वार्ड-18(8), कलकत्ता आ.प्र., वार्ड-18(9), कलकत्ता आ.प्र., वार्ड-18(10), कलकत्ता स.आ., सर्किल-18(3), कलकत्ता
आ.आ., प.ब.-X	उप.आ., रेंज-14 कलकत्ता क.ब.प्र.-XVI, कलकत्ता और 24 परगना, कलकत्ता		स.आ., सर्किल-14(1), कलकत्ता स.आ., सर्किल-14(2), कलकत्ता स.आ., सर्किल-14(2), कलकत्ता स.आ., सर्किल-14(3), कलकत्ता आ.प्र., वार्ड-14(1), कलकत्ता आ.प्र., वार्ड-14(2), कलकत्ता आ.प्र., वार्ड-14(3), कलकत्ता आ.प्र., वार्ड-14(4), कलकत्ता आ.प्र., वार्ड-14(5), कलकत्ता आ.प्र., वार्ड-14(6), कलकत्ता
आ.आ., प.ब.-X	उप.आ., रेंज-14, कलकत्ता क.ब.प्र.-XVII, कलकत्ता और 24 परगना, कलकत्ता		आ.प्र., वार्ड-14(10), कलकत्ता आ.प्र., वार्ड-14(11), कलकत्ता आ.प्र., वार्ड-14(12), कलकत्ता आ.प्र., वार्ड-14(13), कलकत्ता आ.प्र., वार्ड-14(14), कलकत्ता आ.प्र., वार्ड-14(15), कलकत्ता आ.प्र., वार्ड-14(20), कलकत्ता आ.प्र., वार्ड-14(21), कलकत्ता आ.प्र., वार्ड-14(7), कलकत्ता आ.प्र., वार्ड-14(8), कलकत्ता आ.प्र., वार्ड-14(9), कलकत्ता आ.प्र., वार्ड-14(16), कलकत्ता आ.प्र., वार्ड-14(17), कलकत्ता आ.प्र., वार्ड-14(18), कलकत्ता आ.प्र., वार्ड-14(19), कलकत्ता आ.प्र., वार्ड-14(22), कलकत्ता आ.प्र., वार्ड-14(23), कलकत्ता
--वही--	--वही--	क.ब.प्र.-XXVI, कल. और 24 परगना, कलकत्ता	

1	2	3	4
आ.आ.प.व. X	उप.आ., रेंज-17, कलकत्ता	क.व.प्र. XVIII कलकत्ता और 24 परगना, कलकत्ता	स.आ., अनु. सर्किल-17(1), कलकत्ता स.आ., सर्किल वार्ड-17(1), कलकत्ता आ.प्र., वार्ड-17(1), कलकत्ता आ.प्र., वार्ड-17(2), कलकत्ता आ.प्र., वार्ड-17(3), कलकत्ता आ.प्र., वार्ड-17(6), कलकत्ता आ.प्र., वार्ड-17(4), कलकत्ता आ.प्र., वार्ड-17(5), कलकत्ता आ.प्र., वार्ड-17(7), कलकत्ता
-- वही --	-- वही --	क.व.प्र. XXXVII, कलकत्ता और 24 परगना, कलकत्ता	आ.प्र., वार्ड-1, मुर्शिदाबाद आ.प्र., वार्ड-2, मुर्शिदाबाद आ.प्र., वार्ड-1, नदिया आ.प्र., वार्ड-2, नदिया
आ.आ.प.व. XI	उप.आ. रेंज-19, कलकत्ता	क.व.प्र. XII, कलकत्ता और 24 परगना, कलकत्ता	स.आ., अनु. सर्किल-19(1) कलकत्ता आ.प्र., वार्ड-19(3), कलकत्ता आ.प्र., वार्ड-19(4), कलकत्ता
-- वही --	-- वही --	क.व.प्र. XXIII, कलकत्ता और 24 परगना, कलकत्ता	स.आ., अनु. सर्किल-19(2), कलकत्ता आ.प्र., वार्ड-19(1), कलकत्ता आ.प्र., वार्ड-19(2), कलकत्ता
आ.आ.प.व. XI	उप.आ. रेंज-19, कलकत्ता	क.व.प्र. XXII, कलकत्ता और 24 परगना, कलकत्ता	स.आ., सर्किल-19(1), कलकत्ता आ.प्र., वार्ड-2, 19(5) कलकत्ता आ.प्र., वार्ड-19(6), कलकत्ता
-- वही --	-- वही --	क.व.प्र. XLV, कलकत्ता और 24 परगना, कलकत्ता	आ.प्र., वार्ड-19(7), कलकत्ता आ.प्र., वार्ड-19(8), कलकत्ता आ.प्र., वार्ड-19(9), कलकत्ता आ.प्र., वार्ड-19(10), कलकत्ता
-- वही --	-- वही --	क.व.प्र. मिर्जापुर	आ.प्र., वार्ड-1, मिर्जापुर आ.प्र., वार्ड-2, मिर्जापुर आ.प्र., हल्दिया
-- वही --	-- वही --	क.व.प्र. दुर्गापुर	आ.प्र., वार्ड-1, दुर्गापुर आ.प्र., वार्ड-2, दुर्गापुर आ.प्र., वार्ड-3, दुर्गापुर आ.प्र., वार्ड-4, दुर्गापुर आ.प्र., सुरी आ.प्र., वार्ड-1, बर्दमान आ.प्र., वार्ड-2, बर्दमान
-- वही --	उप.आ. रेंज-19, कलकत्ता	क.व.प्र. आसनसोल	स.आ., अनु. सर्किल-आसनसोल-1, आसनसोल स.आ., सर्किल-आसनसोल-1, आसनसोल आ.प्र., वार्ड-1, आसनसोल आ.प्र., वार्ड-2, आसनसोल आ.प्र., वार्ड-3, आसनसोल आ.प्र., वार्ड-4, आसनसोल आ.प्र., वार्ड-1, दुर्गापुर आ.प्र., वार्ड-2, दुर्गापुर आ.प्र., बुरुलिया आ.प्र., बर्कुरा

OFFICE OF THE CHIEF COMMISSIONER OF INCOME
TAX (TECHNICAL)

Calcutta, the 18th May, 1989

S.O. 1769.—In exercise of the powers conferred under Sub-sections (1) and (2) of Section 120 of the Income-tax Act, 1961, 1, the Chief Commissioner of Income-tax (Technical), Calcutta, hereby direct that the 'Tax Recovery Officers' mentioned in column (3) of the Schedule 'A' annexed hereto, who are under the administrative control of the Commissioner

of Income-tax and Deputy Commissioner of Income-tax mentioned in columns (1) and (2) respectively in the said Schedule, shall have jurisdiction in respect of assesses who are or would come under the jurisdiction of Income-tax authorities mentioned in column (4) of the said Schedule.

2. This Notification take effect from 1st April, 1989.

[No. 5/89-90]

A. K. GHOSH, Chief Commissioner of Income-tax
(Tech.),

SCHEDULE 'A'

CIT's charge	DC Range-3	TRO's charge	Jurisdiction of TROs over assesseees who are or would come under the jurisdiction of different Income Tax authorities.
1	2	3	4
CIT, WB-IV	DC, Range-3, Calcutta.	TRO-III, Calcutta & 24 Prgs., Cal.	AC, Inv. Circle 3(1), Cal. AC, INV. Circle 3(2), Cal. AC, INV. Circle 3(3), Cal. ITO, Ward 3(1), Cal. DC, Spl. Range-17, Cal. ITO, Spl. Ward, 17(1), Cal. ITO, Spl. Ward-17(2), Cal.
-do-	-do-	TRO-IX, Cal. & 24 Prgs., Cal.	ITO, Ward 3(7), Cal. ITO, Ward 3(8), Cal. ITO, Ward 3(9), Cal. ITO, Ward 3(10), Cal. ITO, Ward 3(11), Cal. ITO, Ward 3(12), Cal.
-do-	-do-	TRO-XXVI, Cal. & 24 Prgs., Cal.	AC, Circle 3(1), Cal. ITO, Ward 3(3), Cal. ITO, Ward 3(4), Cal. ITO, Ward 3(5), Cal.
-do-	-do-	TRO-XXVII, Cal. & 24 Prgs., Cal.	ITO, Ward 3(2), Cal. ITO, Ward 3(6), Cal. DC, Spl. Range 4, Cal. ITO, Spl. Ward 4(1), Cal. ITO, Spl. Ward 4(1), Cal.
-do-	DC, Range-12, Calcutta.	TRO-IV, Cal. & 24 Prgs., Cal.	AC, Inv. Circle, 12(1) Cal. AC, Circle 12(1), Cal. AC, Circle 12(2), Cal. AC, Circle 12(3), Cal. AC, Circle 12(4), Cal. AC, Circle 12(5), Cal. ITO, Ward 12(1), Cal. DC, Spl. Range 14, Cal. ITO, Spl. Ward 14(1), Cal. ITO, Spl. Ward 14(2), Cal. DC, Spl. Range 15, Cal. ITO, Spl. Ward 15(1) Cal. ITO, Spl. Ward 15(2), Cal.
CIT, WB-V	DC, Range-4, Calcutta.	TRO-XXI, Cal. & 24 Prgs. Cal.	AC, Inv. Circle, 4(1) Cal. AC, Circle 4(1), Cal. ITO, Ward 4(2), Cal. ITO, Ward 4(3), Cal.

1	2	3	4
CIT, WB-V	DC, Range-4, Calcutta.	TRO-XXII, Cal. & 24 Prgs. Cal.	AC, Inv. Circle 4(2), Cal. ITO, Ward 4(9), Cal. ITO, Ward 4(10), Cal. ITO, Ward 4(11), Cal. ITO, Ward 4(12), Cal. ITO, Ward 4(4), Cal. ITO, Ward 4(5), Cal. ITO, Ward 4(7), Cal. ITO, Ward 4(1), Cal. ITO, Ward 4(6), Cal. ITO, Ward 4(8), Cal. ITO, Ward 4(13), Cal. ITO, Ward, 4(14), Cal. ITO, Ward 4(15), Cal. ITO, Ward 4(16), Cal. ITO, Ward 4(17), Cal.
-do-	-do-	TRO-XLII, Cal. & 24 Prgs. Cal.	DC, Spl. Range 5, Cal. ITO, Spl. Ward 5(1), Cal. ITO, Spl. Ward 5(2), Cal. AC, Inv. Circle 9(1), Cal. AC, Co. Circle 9(1), Cal. AC, Co. Circle 9(2), Cal. AC, Co. Circle 9(3), Cal. AC, Co. Circle 9(4), Cal. AC, Co. Circle 9(5), Cal. ITO, Co. Ward 9(1), Cal. AC, Circle 5(2), Cal. AC, Circle 18(5), Cal. ITO, Ward 5(5), Cal. ITO, Ward 5(6), Cal. ITO, Ward 5(7), Cal. ITO, Ward 5(8), Cal. ITO, Ward 5(9), Cal. ITO, Ward 5(19), Cal. ITO, Ward 5(20), Cal. ITO, Ward 5(21), Cal.
-do-	-do-	TRO-XLIII, Cal. 24 Prgs. Cal.	DC, Spl. Range 6, Cal. ITO, Spl. Ward 6(1), Cal. ITO, Spl. Ward 6(2), Cal. AC, Inv. Circle 5(1), Cal. AC, Circle 5(3), Cal. AC, Circle 5(4), Cal. AC, Circle, 5(5), Cal. ITO, Ward 5(1), Cal. ITO, Ward 5(2), Cal. ITO, Ward 5(3), Cal. ITO, Ward 5(4), Cal. ITO, Ward 5(10), Cal. ITO, Ward 5(11), Cal. ITO, Ward 5(12), Cal. ITO, Ward 5(13), Cal.
-do-	-do-	TRO-XLIV, Cal. & 24 Prgs. Cal.	
-do-	DC, Range-9, Calcutta.	TRO-VI, Cal. & 24 Prgs. Cal.	
CIT, WB-VI.	DC, Range-5, Calcutta.	TRO-V, Cal. & 24 Prgs. Cal.	
CIT, WB-VI	DC, Range-5, Calcutta.	TRO,XXV, Cal. & 24 Prgs. Cal.	

1	2	3	4
			ITO, Ward 5(14) Cal. ITO, Ward 5(15), Cal. ITO, Ward 5(16), Cal. ITO, Ward 5(17), Cal. ITO, Ward 5(18), Cal.
CIT, WB—VI	DC, Range-18, Calcutta.	TRO-X, Cal. & 24 Prgs., Cal.	ITO, Ward 18(11), Cal. ITO, Ward 18(12), Cal. ITO, Ward 18(13), Cal. ITO, Ward 18(14), Cal. AC, Circle 18(4), Cal.
-do-	-do-	TRO, Howrah-I.	AC, Inv. Circle 18(1), Cal. AC, Circle 18(2), Cal. ITO, Ward 18(1), Cal. ITO, Ward 18(2), Cal. ITO, Ward 18(3), Cal. ITO, Ward 18(4), Cal. ITO, Ward 18(5), Cal.
-do-	-do-	TRO, Howrah-II.	ITO, Ward 18(6), Cal. ITO, Ward 18(7), Cal. ITO, Ward 18(8), Cal. ITO, Ward 18(9), Cal. ITO, Ward 18(10), Cal. AC, Circle 18(3), Cal.
CIT, WB-X	DC, Range-14, Calcutta.	TRO-XVI Calcutta. 24 Prgs. Cal.	AC, Inv. Circle 14(1), Cal. AC, Circle 14(1), Cal. AC, Circle 14(2), Cal. AC, Circle 14(3), Cal. ITO, Ward 14(1), Cal. ITO, Ward 14(2), Cal. ITO, Ward 14(3), Cal. ITO, Ward, 14(4), Cal. ITO, Ward 14(5), Cal. ITO, Ward 14(6), Cal.
CIT, WB-X	DC, Range-14, Calcutta.	TRO-XVII, Cal. & 24 Prgs. Cal.	ITO, Ward 14(10), Cal. ITO, Ward 14(11), Cal. ITO, Ward 14(12), Cal. ITO, Ward 14(13), Cal. ITO, Ward 14(14), Cal. ITO, Ward 14(15), Cal. ITO, Ward 14(20), Cal. ITO, Ward 14(21), Cal.
-do-	-do-	TRO-XXXVI, Cal. & 24 Prgs. Cal.	ITO, Ward 14(7), Cal. ITO, Ward 14(8), Cal. ITO, Ward 14(9), Cal. ITO, Ward 14(16), Cal. ITO, Ward 14(17), Cal. ITO, Ward 14(18), Cal. ITO, Ward 14(19), Cal. ITO, Ward 14(22), Cal. ITO, Ward 14(23), Cal.

1	2	3	4
CIT, WB-X	DC, Range-17, Calcutta.	TRO-XVIII, Cal. & 24 Prgs. Cal.	AC, Inv. Circle 17(1), Cal. AC, Circle 17(1), Cal. ITO, Ward 17(1), Cal. ITO, Ward 17(2), Cal. ITO, Ward 17(3), Cal. ITO, Ward 17(6), Cal.
-do-	-do-	TRO-XXXVII, Cal. & 24 Prgs. Cal.	ITO, Ward 17(4), Cal. ITO, Ward 17(5), Cal. ITO, Ward 17(7), Cal.
-do-	-do-	TRO-Murshidabad	ITO, Ward 1, Murshidabad. ITO, Ward 2, Murshidabad. ITO, Ward 1, Nadia. ITO, Ward 2, Nadia.
CIT, WB-XI	DC, Range-19, Calcutta.	TRO-XII, Cal & 24 Prgs. Cal.	AC, Inv. Circle 19(1), Cal. ITO, Ward 19(3), Cal. ITO, Ward 19(4), Cal.
-do-	-do-	TRO-XXIII, Cal & 24 Prgs. Cal.	AC, Inv. Circle 19(2), Cal. ITO, Ward 19(1), Cal. ITO, Ward 19(2), Cal.
-do-	-do-	TRO-XXXII, Cal. & 24 Prgs. Cal.	AC, Circle 19(1), Cal. ITO, Ward 19(5), Cal. ITO, Ward 19(6), Cal.
-do-	-do-	TRO-XLV, Cal. & 24 Prgs. Cal.	ITO, Ward 19(7), Cal. ITO, Ward 19(8), Cal. ITO, Ward 19(9), Cal. ITO, Ward 19(10), Cal.
-do-	-do-	TRO-Midnapore	ITO, Ward 1, Midnapore. ITO, Ward 2, Midnapore. ITO, Haldia.
-do-	-do-	TRO, Hooghly	ITO, Ward 1, Hooghly. ITO, Ward 2, Hooghly. ITO, Ward 3, Hooghly. ITO, Ward 4, Hooghly. ITO, Suri ITO, Ward 1, Burdwan. ITO, Ward 2, Burdwan.
-do-	DC, Asansol Range.	TRO, Asansol.	AC, Inv. Circle, Asansol 1, Asansol. AC, Circle Asansol 1, Asansol. ITO, Ward 1, Asansol. ITO, Ward 2, Asansol. ITO, Ward 3, Asansol. ITO, Ward 4, Asansol. ITO, Ward 1, Durapur. ITO, Ward 2, Durgapur. ITO, Purulia ITO, Bankura.

कार्यालय, मुख्य आयुक्त आयुक्त (प्रशा.)

कलकत्ता, 19 मई, 1989

का.प्र. 1770:-आयुक्त अधिनियम, 1961 की धारा 120 की उपधारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, मुख्य आयुक्त आयुक्त (प्रशासन), कलकत्ता, एतद्वारा, निवेश देता हूँ कि संलग्न अनुसूची "क" के स्तम्भ (3) में उल्लिखित कर वसूली अधिकारियों को, जो कि उक्त अनुसूची के प्रमाण स्तम्भ (1) और (2) में उल्लिखित आयुक्त आयुक्त और आयुक्त उपायुक्त के प्रशासनिक नियंत्रणाधीन हैं, उन निर्धारितियों की बाबत अधिकारिता होगी जो उक्त अनुसूची के स्तम्भ (4) में उल्लिखित आयुक्त प्राधिकारियों के क्षेत्राधिकार हैं प्रथमा होगी।

2. यह अधिसूचना 1 अप्रैल, 1989 से लागू होगी।

[संख्या 4/89-90]

एस.के. गंगोपाध्याय, मुख्य आयुक्त आयुक्त (प्रशासन)

अनुसूची "क"

अ. प्र. का प्रकार	उ. प्र. रेंज	क. व. प्र. का पदनाम	क. व. प्र. की अधिकारिता उन निर्धारितियों पर जो विभिन्न आयुक्त प्राधिकारियों के अधीन हैं या होगी।
1	2	3	4
अ. प्र., प. बं.-1	उ. प्र., रेंज-1 कलकत्ता	क. व. प्र.-1, कलकत्ता व 24-परगना, कलकत्ता	म. प्र., कम्पनी सर्कल 1 (1) कलकत्ता स. प्र., कम्पनी सर्कल 1 (2) कलकत्ता म. प्र., कम्पनी सर्कल 1 (3), कलकत्ता म. प्र., कम्पनी सर्कल 1 (4) कलकत्ता म. प्र., कम्पनी सर्कल 1 (5) कलकत्ता म. प्र. अनु. सर्कल 1 (1), कलकत्ता अ. प्र., कम्पनी वार्ड 1 (1) कलकत्ता अ. प्र., कम्पनी वार्ड 1 (2) कलकत्ता अ. प्र., कम्पनी वार्ड 1 (3) कलकत्ता उ. प्र. स्पे. रेंज-1, कलकत्ता अ. प्र., स्पे. वार्ड 1 (1) कलकत्ता अ. प्र., स्पे. वार्ड 1 (2), कलकत्ता उ. प्र., स्पे. वार्ड 7 कलकत्ता अ. प्र., स्पे. वार्ड-7 (1), कलकत्ता अ. प्र., स्पे. वार्ड-7 (2), कलकत्ता उ. प्र., स्पे. रेंज-11, कलकत्ता अ. प्र., स्पे. वार्ड-11 (1), कलकत्ता अ. प्र., स्पे. वार्ड-11 (2), कलकत्ता
--वही--	उ. प्र., जलपाईगुड़ी रेंज, जलपाईगुड़ी	क. व. प्र. मिलिगुड़ी	म. प्र., सर्कल-1, मिलिगुड़ी स. प्र., सर्कल-1, गैटक अ. प्र., वार्ड-1, मिलिगुड़ी अ. प्र., वार्ड-2, मिलिगुड़ी अ. प्र., वार्ड-3, मिलिगुड़ी अ. प्र., वार्ड-4, मिलिगुड़ी अ. प्र., वार्ड-1, कलिपंग अ. प्र., वार्ड-1, बार्जिलिंग
--वही--	उ. प्र., जलपाईगुड़ी रेंज, जलपाईगुड़ी	क. व. प्र. जलपाईगुड़ी	अ. प्र., वार्ड-1, जलपाईगुड़ी अ. प्र., वार्ड-2, जलपाईगुड़ी अ. प्र., वार्ड-3, जलपाईगुड़ी अ. प्र., वार्ड-1, कुचबिहार अ. प्र., वार्ड-1, पश्चिम दिनाजपुर/मालदा अ. प्र., वार्ड-2, पश्चिम दिनाजपुर/मालदा

2	2	3	4
आ.आ.प.बं.-II	उ.आ. रेंज-7 कलकत्ता	क.व.अ.-III कलकत्ता ब 24 परगना ज कलकत्ता	स.आ., अनु. सर्कल-7(1), कलकत्ता स.आ., कम्प. सर्कल-7(1), कलकत्ता स.आ., कम्प. सर्कल-7(2), कलकत्ता स.आ., कम्प. सर्कल-7(3), कलकत्ता स.आ., कम्प. सर्कल-7(4), कलकत्ता आ.अ., कम्प. वार्ड-7(1), कलकत्ता आ.अ., कम्प. वार्ड-7(2), कलकत्ता उ.आ. स्पेशल रेंज-2, कलकत्ता आ.अ., स्पे. वार्ड-2 (1), कलकत्ता आ.अ., स्पे. वार्ड-2(2), कलकत्ता उ.आ., स्पे. रेंज-10, कलकत्ता आ.अ., स्पे. वार्ड-10(1), कलकत्ता आ.अ., स्पे. वार्ड-10(2), कलकत्ता उ.आ., स्पे. ज-12, कलकत्ता आ.अ., स्पे. वार्ड-12(1), कलकत्ता आ.अ., स्पे. वार्ड-12(2), कलकत्ता
आ.आ.प.बं.-II	उ.आ. रेंज-2 कलकत्ता	क.व.अ.-11 कलकत्ता ब 24 परगना ज कलकत्ता	स.आ., अनु. सर्कल-2(1), कलकत्ता स.आ., कम्प. सर्कल-2(1), कलकत्ता स.आ., कम्प. सर्कल-2(2), कलकत्ता स.आ., कम्प. सर्कल-2(3), कलकत्ता स.आ., कम्प. सर्कल-2(4), कलकत्ता स.आ., कम्प. सर्कल-2(5), कलकत्ता आ.अ., कम्प. वार्ड-2(1), कलकत्ता उ.आ., स्पे. रेंज-3, कलकत्ता आ.अ., स्पे. वार्ड-3(1), कलकत्ता आ.अ., स्पे. वार्ड-3(2), कलकत्ता उ.आ., स्पे. रेंज-13, कलकत्ता आ.अ., स्पे. वार्ड-13(1), कलकत्ता आ.अ., स्पे. वार्ड-13(2), कलकत्ता उ.आ., स्पे. रेंज-16, कलकत्ता आ.अ., स्पे. वार्ड-16(1), कलकत्ता आ.अ., स्पे. वार्ड-16(2), कलकत्ता
आ.आ.प.बं.-VII	उ.आ. रेंज-6 कलकत्ता	क.व.अ.-1, कलकत्ता 6 ब 24 परगना ज कलकत्ता	स.आ., सर्कल 6(1), कलकत्ता स.आ., सर्कल 6(2), कलकत्ता आ.अ., वार्ड-6(1), कलकत्ता आ.अ., वार्ड-6(2), कलकत्ता आ.अ., वार्ड-6(3), कलकत्ता आ.अ., वार्ड-6(4), कलकत्ता आ.अ., वार्ड-6(5), कलकत्ता आ.अ., वार्ड-6(6), कलकत्ता आ.अ., वार्ड-6(7), कलकत्ता आ.अ., वार्ड-6(8), कलकत्ता आ.अ., वार्ड-6(9), कलकत्ता आ.अ., वार्ड-6(10), कलकत्ता आ.अ., वार्ड-6(11), कलकत्ता आ.अ., वार्ड-6(12), कलकत्ता आ.अ., वार्ड-6(13), कलकत्ता

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आ.प्र.,प.बं.-VII	उ.प्र. रेंज-11 कलकत्ता	क.व.प्र.-***, कलकत्ता व 24 परगनाज कलकत्ता	स.प्र., सर्कल-11(1), कलकत्ता आ.प्र., वार्ड-11(1), कलकत्ता आ.प्र., वार्ड-11(2), कलकत्ता आ.प्र., वार्ड-11(3), कलकत्ता आ.प्र., वार्ड-11(4), कलकत्ता आ.प्र., वार्ड-11(5), कलकत्ता आ.प्र., वार्ड-11(6), कलकत्ता आ.प्र., वार्ड-11(7), कलकत्ता आ.प्र., वार्ड-11(8), कलकत्ता आ.प्र., वार्ड-11(9), कलकत्ता आ.प्र., वार्ड-11(10), कलकत्ता आ.प्र., वार्ड-21(1), कलकत्ता आ.प्र., वार्ड-21(1), कलकत्ता आ.प्र., वार्ड-21(2), कलकत्ता आ.प्र., वार्ड-21(4), कलकत्ता आ.प्र., वार्ड-21(5), कलकत्ता आ.प्र., वार्ड-21(6), कलकत्ता
--वही--	उ.प्र. रेंज-20 कलकत्ता *	क.व.प्र.-XXXI, कलकत्ता व 24 परगना, कलकत्ता	स.प्र., सर्कल-20(1), कलकत्ता स.प्र., सर्कल-20(2), कलकत्ता आ.प्र., वार्ड-20(2), कलकत्ता ... आ.प्र., वार्ड-20(3), कलकत्ता आ.प्र., वार्ड-20(3), कलकत्ता आ.प्र., वार्ड-20(4), कलकत्ता आ.प्र., वार्ड-20(5), कलकत्ता आ.प्र., वार्ड-20(6), कलकत्ता
आ.प्र.,प.बं.-VIII	उ.प्र. रेंज-10 कलकत्ता	क.व.प्र.-XIII, कलकत्ता व 24 परगनाज कलकत्ता	स.प्र., प्रनु. सर्कल-10(1), कलकत्ता स.प्र., सर्कल-10(1), कलकत्ता आ.प्र., वार्ड-10(1), कलकत्ता आ.प्र., वार्ड-10(2), कलकत्ता आ.प्र., वार्ड-10(3), कलकत्ता आ.प्र., वार्ड-10(4), कलकत्ता आ.प्र., वार्ड-10(5), कलकत्ता ..
--वही--	--वही--	क.व.प्र.-XXXIII, कलकत्ता व 24 परगनाज, कलकत्ता	उ.प्र. स्वे. रेंज-8, कलकत्ता आ.प्र., स्वे. वार्ड-8(1), कलकत्ता आ.प्र., स्वे. वार्ड-8(2), कलकत्ता आ.प्र., वार्ड-10(6), कलकत्ता आ.प्र., वार्ड-10(7), कलकत्ता आ.प्र., वार्ड-10(8), कलकत्ता आ.प्र., वार्ड-10(9), कलकत्ता स.प्र. सर्कल-10(2), अंशमान व निकोबार प्राईनिङ
--वही--	उ.प्र., रेंज-13 कलकत्ता	क.व.प्र.-XIX, कलकत्ता व 24 परगनाज कलकत्ता	स.प्र., सर्कल-13(1), कलकत्ता स.प्र., प्रनु. सर्कल-13(1), कलकत्ता आ.प्र., वार्ड-13(1), कलकत्ता आ.प्र., वार्ड-13(2), कलकत्ता आ.प्र., वार्ड-13(8), कलकत्ता
--वही--	--वही--	क.व.प्र.-XL, कलकत्ता व 24 परगनाज, कलकत्ता	आ.प्र., वार्ड -13(3), कलकत्ता आ.प्र., वार्ड-13(4), कलकत्ता आ.प्र., वार्ड-13(7), कलकत्ता आ.प्र., वार्ड-13(9), कलकत्ता आ.प्र., वार्ड-13(10), कलकत्ता

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आ. प्र., प. बं. -VIII	उ. प्र. रेंज-13 कलकत्ता	क. व. प्र. -XLI, कलकत्ता व 24 परगना, कलकत्ता	स. प्र., प्रनु. सर्कल-13(2), कलकत्ता आ. प्र., वार्ड-13(5), कलकत्ता आ. प्र., वार्ड-13(6), कलकत्ता आ. प्र., वार्ड-13(11), कलकत्ता
--बही--	उ. प्र. रेंज-15 कलकत्ता	क. व. प्र. -VII, कलकत्ता व 24 परगना कलकत्ता	स. प्र., प्रनु. सर्कल-15(1), कलकत्ता आ. प्र., वार्ड-15(1), कलकत्ता आ. प्र., वार्ड-15(2), कलकत्ता आ. प्र., वार्ड-15(3), कलकत्ता आ. प्र., वार्ड-15(12), कलकत्ता
--बही--	--बही--	क. व. प्र. -VIII, कलकत्ता व 24 परगना कलकत्ता	स. प्र., सर्कल-15(1), कलकत्ता आ. प्र., वार्ड-15(4), कलकत्ता आ. प्र., वार्ड-15(6), कलकत्ता आ. प्र., वार्ड-15(7), कलकत्ता आ. प्र., वार्ड-15(8), कलकत्ता
--बही--	--बही--	क. व. प्र. -XXIX, कलकत्ता व 24 परगना, कलकत्ता	स. प्र., प्रनु. सर्कल-15(2), कलकत्ता आ. प्र., वार्ड-15(5), कलकत्ता आ. प्र., वार्ड-15(9), कलकत्ता आ. प्र., वार्ड-15(10), कलकत्ता आ. प्र., वार्ड-15(11), कलकत्ता
आ. प्र., प. बं. -IX	उ. प्र. रेंज-8, कलकत्ता	क. व. प्र. -XIV, कलकत्ता व 24 परगना, कलकत्ता	स. प्र., प्रनु. सर्कल-8(1), कलकत्ता स. प्र., प्रनु. सर्कल-8(2), कलकत्ता स. प्र., सर्कल-8(1), कलकत्ता स. प्र., सर्कल-8(2), कलकत्ता आ. प्र., वार्ड-8(1), कलकत्ता आ. प्र., वार्ड-8(6), कलकत्ता
--बही--	--बही--	क. व. प्र. -XV, कलकत्ता व 24 परगना, कलकत्ता	आ. प्र., वार्ड-8(5), कलकत्ता आ. प्र., वार्ड-8(7), कलकत्ता आ. प्र., वार्ड-8(8), कलकत्ता आ. प्र., वार्ड-8(9), कलकत्ता
--बही--	--बही--	क. व. प्र. -XXXIV, कलकत्ता व 24 परगना, कलकत्ता	स. प्र., स्पे. सर्कल-9(1), कलकत्ता स. प्र., स्पे. सर्कल-9(2), कलकत्ता आ. प्र., वार्ड-8(3), कलकत्ता आ. प्र., वार्ड-8(4), कलकत्ता उ. प्र. स्पे. रेंज-9, कलकत्ता आ. प्र., स्पे. वार्ड-9(1), कलकत्ता आ. प्र., स्पे. वार्ड-9(2), कलकत्ता
आ. प्र., प. बं. -IX	उ. प्र. रेंज-8 कलकत्ता	क. व. प्र. -XXX, कलकत्ता व 24 परगना, कलकत्ता	आ. प्र., वार्ड-8(2), कलकत्ता आ. प्र., वार्ड-8(10), कलकत्ता आ. प्र., वार्ड-8(11), कलकत्ता आ. प्र., वार्ड-8(12), कलकत्ता
--बही--	उ. प्र. रेंज-16, कलकत्ता	क. व. प्र. -XX, कलकत्ता व 24 परगना, कलकत्ता	आ. प्र., वार्ड-16(1), कलकत्ता आ. प्र., वार्ड-16(2), कलकत्ता आ. प्र., वार्ड-16(3), कलकत्ता
--बही--	--बही--	क. व. प्र. -XXXVII, कलकत्ता व 24 परगना, कलकत्ता	स. प्र., प्रनु. सर्कल-16(1), कलकत्ता स. प्र., सर्कल-16(1), कलकत्ता आ. प्र., वार्ड-16(4), कलकत्ता आ. प्र., वार्ड-16(9), कलकत्ता
--बही--	--बही--	क. व. प्र. -XXXIX, कलकत्ता व 24 परगना, कलकत्ता	आ. प्र., वार्ड-16(5), कलकत्ता आ. प्र., वार्ड-16(6), कलकत्ता आ. प्र., वार्ड-16(7), कलकत्ता आ. प्र., वार्ड-16(8), कलकत्ता

OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX (ADMN.)

Calcutta, the 19th May, 1989

1770.—In exercise of the powers conferred under sub-sections (1) and (2) of section 120 of the Income Tax Act, 1961, I, the Chief Commissioner of Income Tax (Administration), Calcutta, hereby direct that the Tax Recovery Officers mentioned in column (3) of the Schedule 'A' annexed hereto, who are under the administrative control of the Commissioner of Income and Deputy Commissioner of Income Tax

mentioned in column (1) and (2) respectively in the said Schedule, shall have jurisdiction in respect of assessee who are or would come under the jurisdiction of Income Tax authorities mentioned in column (4) of the said Schedule.

2. This Notification takes effect from 1st April, 1989.

[No. 4/89-90]

S. K. GANGOPADHYAY, Chief Commissioner of
Income Tax (Admn.)

Schedule 'A'

CIT's charge	DC Range	TROs' designation	Jurisdiction of TROs over assessee who are or would come under different Income-Tax authorities
1	2	3	4
CIT, W.B.-I	DC, Range-I, Cal.	TRO-I, Cal & 24 Prgs., Cal.	AC, Comp. Circle 1(1), Cal. AC, Comp. Circle 1(2), Cal. AC, Comp. Circle 1(3), Cal. AC, Comp. Circle 1(4), Cal. AC, Comp. Circle 1(5), Cal. AC, Inv. Circle 1(1), Cal. ITO, Comp. Ward 1(1), Cal. ITO, Comp. Ward 1(2), Cal. ITO, Comp. Ward 1(3), Cal. DC, Spl. Range-1, Cal. ITO, Spl. Ward 1(1), Cal. ITO, Spl. Ward 1(2), Cal. DC, Spl. Range-7, Cal. ITO, Spl. Ward 7(1), Cal. ITO, Spl. Ward 7(2), Cal. DC, Spl. Range-11, Cal. ITO, Spl. Ward 11(1), Cal. ITO, Spl. Ward 11(2), Cal.
-do-	DC, Jalpaiguri Range, Jalpaiguri	TRO, Siliguri	AC, Circle 1, Siliguri. AC, Circle 1, Gangtok. ITO, Ward 1, Siliguri. ITO, Ward 2, Siliguri. ITO, Ward 3, Siliguri. ITO, Ward 4, Siliguri. ITO, Ward 1, Kalimpong. ITO, Ward 1, Darjeeling.

1	2	3	4
CIT, W.B.-I	DC, Jalpaiguri Range, Jalpaiguri.	TRO, Jalpaiguri.	ITO, Ward 1, Jalpaiguri. ITO, Ward 2, Jalpaiguri. ITO, Ward 3, Jalpaiguri. ITO, Ward 1, Coochbehar. ITO, Ward 1, West Dinajpur/Malda. ITO, Ward 2, West Dinajpur/Malda.
CIT, W.B.-II	DC, Range-7, Cal.	TRO-XXVIII, Cal & 24 Prgs, Cal.	AC, Inv. Circle 7(1), Cal. AC, Co. Circle 7(1), Cal. AC, Co. Circle 7(2), Cal. AC, Co. Circle 7(3), Cal. AC, Co. Circle 7(4), Cal. ITO, Co. Ward 7(1), Cal. ITO, Co. Ward 7(2), Cal. DC, Spl. Range-2, Cal. ITO, Spl. Ward 2(1), Cal. ITO, Spl. Ward 2(2), Cal. DC, Spl. Range-10, Cal. ITO, Spl. Ward-10(1), Cal. ITO, Spl. Ward-10(2), Cal. DC, Spl. Range-12, Cal. ITO, Spl. Ward-12(1), Cal. ITO, Spl. Ward-12(2), Cal.
CIT, WB-III	DC, Range,-20, Cal.	TRO--II, Cal & 24 Prgs. Cal.	AC, INV. Circle 2(1), Cal. AC, Co. Circle 2(1), Cal. AC, Co. Circle 2(2), Cal. AC, Co. Circle 2(3), Cal. AC, Co. Circle 2(4), Cal. AC, Co. Circle 2(5), Cal. ITO, Co. Ward 2(1), Cal. DC, Spl. Range-3, Cal. ITO, Spl. Ward--3(1), Cal. ITO, Spl. Ward--3(2), Cal. DC, Spl. Range(13), Cal. ITO, Spl. Ward13(1), Cal. ITO, Spl. Ward-13(2) Cal. DC, Spl. Range-16, Cal. ITO, Spl. Ward-16(1), Cal. ITO, Spl. Ward-16(2), Cal.

1	2	3	4
CIT, WB-VII	DC Range-6. Cal.	TRO-XI. Cal. & 24 Prgs., Cal.	AC, Circle 6(1), Cal. AC, Circle 6(2), Cal. ITO, Ward 6(1), Cal. ITO, Ward 6(2), Cal. ITO, Ward 6(3), Cal. ITO, Ward 6(4), Cal. ITO, Ward 6(5), Cal. ITO, Ward 6(6), Cal. ITO, Ward 6(7), Cal. ITO, Ward 6(8), Cal. ITO, Ward 6(9), Cal. ITO, Ward 6(10), Cal. ITO, Ward 6(11), Cal. ITO, Ward 6(12), Cal. ITO, Ward 6(13), Cal.
CIT, WB/VII	DC, Range-11, Calcutta.	TRO,XXX, Cal. & 24 Prgs. Cal.	AC, Circle, 11(1), Cal. ITO, Ward 11(1), Cal. ITO, Ward 11(2), Cal. ITO, Ward 11(3), Cal. ITO, Ward 11(4), Cal. ITO, Ward 11(5), Cal. ITO, Ward 11(6), Cal. ITO, Ward 11(7), Cal. ITO, Ward 11(8),) Cal. ITO, Ward 11(9), Cal. ITO, Ward 11(10), Cal. ITO, Ward 21(1), Cal. ITO, Ward 21(2), Cal. ITO, Ward 21(3), Cal. ITO, Ward 21(4), Cal. ITO, Ward 21(5), Cal. ITO, Ward 21(6), Cal.
-do-	DC, Range-20, Calcutta.	TRO-XXXI. Cal. & 24 Prgs., Cal.	AC, Circle 20(1), Cal. AC, Circle 20(2), Cal. ITO, Ward 20(1), Cal. ITO, Ward 20(2), Cal. ITO, Ward 20(3), Cal. ITO, Ward 20(4), Cal. ITO, Ward 20(5), Cal. ITO, Ward 20(6), Cal.

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CIT, WB-VIII	DC, Range-10, Calcutta.	TRO-XIII, Cal & 24 Prgs., Cal.	AC, Inv. Circle, 10(1), Cal. AC, Circle 10(1), Cal. ITO, Ward 10(1), Cal. ITO, Ward 10(2), Cal. ITO, Ward 10(3), Cal. ITO, Ward 10(4), Cal. ITO, Ward 10(5), Cal.
-do-	-do-	TRO-XXXIII, Cal. & 24 Prgs., Cal.	DC, Spl. Range-8, Cal. ITO, Spl. Ward-8(1), Cal. ITO, Spl. Ward-8(2), Cal. ITO, Ward 10(6), Cal. ITO, Ward, 10(7), Cal. ITO, Ward 10(8), Cal. ITO, Ward 10(9), Cal. AC, Circle 10(2), Andaman & Nicobar Island.
-do-	DC, Range-13, Calcutta.	TRO-XIX, Cal & 24 Prgs., Cal.	AC, Circle 13(1), Cal. AC, Inv. Circle 13(1), Cal. ITO, Ward 13(1), Cal. ITO, Ward 13(2), Cal. ITO, Ward 13(8), Cal.
-do-	-do-	TRO-XL, Cal. & 24 Prgs., Cal.	ITO, Ward 13(3), Cal. ITO, Ward 13(4), Cal. ITO, Ward 13(7), Cal. ITO, Ward 13(9), Cal. ITO, Ward 13(10), Cal.
-do-	-do-	TRO-XLI, Cal. & 24 Prgs., Cal.	AC, Inv. Circle, 13(2), Cal. ITO, Ward 13(5), Cal. ITO, Ward 13(6), Cal. ITO, Ward 13(11), Cal.
-do-	DC, Range-15, Calcutta.	TRO-VII, Cal & 24 Prgs., Cal.	AC, Inv. Circle, 15(1), Cal. ITO, Ward 15(1), Cal. ITO, Ward 15(2), Cal. ITO, Ward 15(3), Cal. ITO, Ward 15(12), Cal.
-do-	-do-	TRO-VIII, Cal. & 24 Prgs., Cal.	AC, Circle 15(1), Cal. ITO, Ward 15(4), Cal. ITO, Ward 15(6), Cal. ITO, Ward 15(7), Cal. ITO, Ward 15(8), Cal.

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CIT-WB, VIII.	DC, Range-15, Calcutta.	TRO-XXIX, Cal. & 24 Prgs., Cal.	AC, Inv. Circle 15(2), Cal. ITO, Ward 15(5), Cal. ITO, Ward 15(9), Cal. ITO, Ward 15(10), Cal. ITO, Ward 15(11), Cal.
CIT, WB-IX.	DC, Range-8, Calcutta.	TRO-XIV, Cal. & 24 Prgs., Cal.	AC, Inv. Circle 8(1), Cal. AC, Inv. Circle 8(2), Cal. AC, Circle 8(1), Cal. AC, Circle 8(2), Cal. ITO, Ward 8(1), Cal. ITO, Ward 8(6), Cal.
-do-	-do-	TRO-XV, Cal. & 24 Prgs., Cal.	ITO, Ward 8(5), Cal. ITO, Ward 8(7), Cal. ITO, Ward 8(8), Cal. ITO, Ward 8(9), Cal.
-do-	-do-	TRO-XXXIV, Cal. & 24 Prgs., Cal.	AC, Spl. Circle 9(1), Cal. AC, Spl. Circle 9(2), Cal. ITO, Ward 8(3), Cal. ITO, Ward 8(4), Cal. DC, Spl. Range-9, Cal. ITO, Spl. Ward 9(1), Cal. ITO, Spl. Ward 9(2), Cal.
-do-	-do-	TRO-XXXV, Cal. & 24 Prgs., Cal.	ITO, Ward 8(2), Cal. ITO, Ward 8(10), Cal. ITO, Ward 8(11), Cal. ITO, Ward 8(12), Cal.
-do-	DC, Range-16, Calcutta.	TRO-XX, Cal. & 24 Prgs., Cal.	ITO, Ward 16(1), Cal. ITO, Ward 16(2), Cal. ITO, Ward 16(3), Cal.
-do-	-do-	TRO-XXXVIII, Cal. & 24 Prgs., Cal.	AC, Inv. Circle 16(1), Cal. AC, Circle 16(1), Cal. ITO, Ward 16(4), Cal. ITO, Ward 16(9), Cal.
-do-	-do-	TRO-XXXIX, Cal. & 24 Prgs., Cal.	ITO, Ward 16(5), Cal. ITO, Ward 16(6), Cal. ITO, Ward 16(7) Cal. ITO, Ward 16(8), Cal.

(भारतीय पूर्त अक्षय निधि कोषपाल का कार्यालय)

नई दिल्ली, 15 जून, 1988

का.पा. 1771—भारतीय पूर्त अक्षय निधि को कोषपाल या उसके अधिकृतियों के द्वारा पूर्त अक्षय निधि अधिनियम, 1890 (1890 का 6) के अधीन 31 मार्च, 1988 को धारित पूर्त अक्षय निधि (केन्द्रीय) से संबंधित संपत्तियों और प्रतिभूतियों की सूची तथा 1987-88 के लेखों का सारांश सामान्य जानकारी के लिए नीचे प्रकाशित किया जा रहा है :—

भाग-I प्रतिभूतियों से भिन्न संपत्तियों की सूची

अधिकार में देने के आदेश का व्यौरा संख्या		अक्षय निधि का नाम संपत्ति के प्रशासक		
संख्या	दिनांक			
1	2	3	4	5
भारत :				
1. स्वास्थ्य मंत्रालय की अधिसूचना संख्या का. 14/26/61-इंस्टीट्यूट जो स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना संख्या एस. 22020/11/76-एम.सी. (एम.एस.) द्वारा मयाचोषित	31 अगस्त, 1962	पास्वर इंस्टीट्यूट आर इंडिया	पास्वर इंस्टीट्यूट आर इंडिया का प्रशासक	
2. रक्षा मंत्रालय की अधिसूचना सं. एस. आर. ओ. 250	19 जुलाई, 1960	कमोला तथा उदयपुरी निधि का प्रशासक बोर्ड स्थित कुमाऊं रेजी-मेंटल फारम की फारम निधि		
सहाराष्ट्र :				
1. जी.आई.एच.डी. शिक्षा संस्था	433 27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलेक्टर श्री जनार्दन गणपतराव बोध और श्री नवल एन. टाटा	

धारित संपत्ति			टिप्पणी
विवरण	मूल्य	वार्षिक आय, यदि मातृम हो	
6	7	8	9
	रुपए	रुपए	
1. (1) एंटीरेवीज रिसर्च सेंटर कसौली की इमारत	2,23,200.00	शून्य	
(2) लेडी लिनलियमो सेनिटोरियम, कसौली की इमारत	22,18,700.00	शून्य	
(3) शैल्टन लाज, कसौली	26,000.00	शून्य	
2. कमोला तहसील कालादंगी जिला नैनीताल			
1. प्रौद्योगिक (30 फीट × 24 फीट)	4,000.00	शून्य	
2. बमेंया लाज (30 फीट × 24 फीट)	4,000.00	शून्य	
3. अतिथि गृह नं. 1 (30 फीट × 35 फीट)	5,000.00	शून्य	
4. अतिथि गृह नं. 2 (28 फीट × 26 फीट)	3,500.00	शून्य	
3. "विक्टोरिया बिल्डिंग पूर्ण स्वामित्व (फ्री होल्ड) की वह सारी भूमि जो फोर्ट में पारसी बाजार स्ट्रीटके पूर्व में एल्फिस्टीन सर्किल पर या उसके बराबर में स्थित है। इसमें वाटिका गृह, बासगृह और इमारतें शामिल हैं जिसे "विक्टोरिया बिल्डिंग" कहा जाता है। इसका क्षेत्रफल 482-3/4 वर्ग गज अथवा इसके करीब है।	1,30,870.00	71,886.00	क्रम सं. 1 से 15 तक के कालम 7 और 8 में मयाप्रदर्शित वार्षिक आय और मूल्यांकन, श्री पी.एन. कुटार सचिव भारतीय विज्ञान संस्थान की बम्बई स्थित संपत्तियों के प्रबंधक बोर्ड, बंबई हाउस, होमी मोदी स्ट्रीट बंबई -23 को उनके विनांक 14-8-88 के पत्र सं. सी-2/2525 के अनुसार है।

1	2	3	4	5
2 और 3	जी.आई.एच.डी. शिक्षा संख्या 433	27 मई, 1909	भारतीय विज्ञान संस्थान	बम्बई का कलेक्टर श्री जनार्दन गणपतराव बोध और श्री नवल एच. टाटा
3 (क)	जी.आई.एच.डी. शिक्षा संख्या 433	तदीय	तदीय	तदीय
4 और 5		तदीय	तदीय	तदीय
6 और 7	जी.आई.एच.डी. शिक्षा संख्या 433	27 मई 1909	तदीय	तदीय
8 और 9		---तदीय---	---तदीय---	---तदीय---
10.	---तदीय---	---तदीय---	---तदीय---	---तदीय---

6	7	8	9	
2 और 3	“एल्वियन प्लेस और प्रलेक्जेंडरा टेरस” भूमि का वह सारा भाग जो परेल रोड के पूर्व में भायखला में स्थित है। इसमें घाटिका-गृह, वासगृह और हमारतें, ग्रहाते में बने नौकर-चाकरों के मकान और अस्तबल शामिल हैं, जिन्हें एल्वियन प्लेस और प्रलेक्जेंडरा टेरस कहा जाता है, इसका क्षेत्रफल 11,104 वर्ग गज अथवा इसके करीब है।	1,19,330.00 3,27,190.00	3,26,304.00	
3क.	भायखला के निकट परेल रोड जिसे अब डा. प्रमोद-कर रोड के नाम से पुकारा जाता है के पूर्वी और 11,104 वर्ग गज अथवा इसके करीब भूमि पर “होटल हैरिटेज” नामक एक नई इमारत का निर्माण।	18,89,281.57	2,31,494.40	
4 और 5	(1) “रे हाउस” और (2) “सेंटरस्ट हाउस” बम्बई द्वीप में, अपोलो रिकलेमेशन पर स्थित भूमि का पट्टे पर मिला हुआ वह टुकड़ा जिसका क्षेत्रफल 2004-8/9 वर्ग गज है और जिस पर “रे हाउस” और “सेंटरस्ट हाउस” नामक दो इमारतें बनी हुई हैं।	1,43,190.00 1,42,100.00	1,01,772.00	
6 और 7	(1) “रजवेल्ट या एजरा हाउस” और (2) एस.जी. एस. हाउस-पट्टे पर मिली भूमि का वह सारा टुकड़ा जो अपोलो रिकलेमेशन पर स्थित है जिसका क्षेत्रफल 533-3/9 वर्ग गज और जिस पर रजवेल्ट हाउस या “एजरा हाउस” नामक इमारतें बनी हुई हैं। इसके अतिरिक्त लगभग 573-3/5 वर्ग गज का पट्टे पर ली गई भूमि का वह टुकड़ा भी जो बंबई द्वीप में अपोलो रिकलेमेशन पर स्थित है। एस.जी.एस. हाउस नामक क्षेत्र पर वर्ष 1980 में इमारतें बनाई गई हैं।	1,33,220.00 11,75,159.30	3,11,035.00	
8 और 9	“सारजैट हाउस” और “जैकिन्स हाउस”---बंबई द्वीप में अपोलो रिकलेमेशन पर स्थित 3487-2/9 वर्ग-गज का भूमि का वह टुकड़ा अथवा (भूमि)खण्ड जिस पर सारजैट हाउस और जैकिन्स हाउस नामक इमारतें स्थित हैं।	2,71,830.00 2,86,080.00	1,88,895.00 65,368.00	
10.	“न्यू शामजी बिल्डिंग” जिसे अब स्टेशन “टैरेसिड स्पीडर रोड” कहा जाता है। फोरस टम्पोर की लगभग 2,290 वर्ग गज की भूमि जिस पर कई घाटिकागृह, वासगृह या रिहायशी मकान बने हुए हैं, जिन्हें न्यू शामजी बिल्डिंग कहा जाता था परन्तु वर्तमान नाम--स्टेशन टैरेस है तथा यह बंबई में स्पीडर रोड के दक्षिण में स्थित है।	2,53,990.00	92,214.00	

1	2	3	4	5
11. जी.आई.एच.डी. शिक्षा सं. 433	27 मई 1909	भारतीय विज्ञान संस्थान	बंबई का कलेक्टर श्री अनार्दन गणपतराव बोध और श्री नवल एच. टाटा	
12 और 13	---तदैव---	---तदैव---	---तदैव---	
14. ---तदैव---	---तदैव---	---तदैव---	---तदैव---	
6	7	8	9	
11. "कैडी हाउस" पट्टे पर मिली हुई भूमि का वह टुकड़ा जो बंबई द्वीप में अपीलो रिकलेमेशन पर स्थित है, जिसका क्षेत्रफल लगभग 529-6/9 वर्ग गज है और जिसे "कैडी हाउस" कहा जाता है।	1,35,620.00	29,544.00		
12 और 13 "एल्वियन प्लेस और एलेग्जेंडा टैरेस" के निकट भूमि का वह टुकड़ा, जिसका क्षेत्रफल लगभग 8,570 वर्ग गज है जो बंबई के कलेक्टर द्वारा बंबई शहर में परेल रोड पर घायखला में स्थित भूमि खंड के साथ पंजीकृत है, इसमें बाटिका गृह, घास गृह और रिहायशी मकान शामिल हैं इसे "एल्वियन प्लेस और एलेग्जेंडा टैरेस" के निकट का भू-भाग कहा जाता है।	79,347.00	3,048.00	बंबई शहर भूमि अभिग्रहण अधिकारी ने 107-89 वर्ग गज भूमि को अभिग्रहीत कर लिया है।	
14. "परेल टैंक रोड पर स्थित भूमि"	शून्य	शून्य	74,686 वर्ग गज भूमि से 15,575.00 वर्ग गज भूमि टाटा हार्डडोइलेक्ट्रिक पावर एंड सप्लाय कंपनी लि. के लिए प्रेषण लाने बिछाने और अन्य निर्माण कार्य करने के लिए भूमि अर्जन अधिनियम के अस्तित्व सरकार द्वारा अभिग्रहीत कर ली गई तथा 37,471.52 वर्ग गज भूमि बाब में 1922 के भूमि अभिग्रहण अधिकारी द्वारा अभिग्रहीत कर ली गई परेल टैंक रोड पर स्थित भूमि का एक भाग।	
(1) लगभग 67,057 वर्ग गज भूमि का वह टुकड़ा, जिसमें से 7021 वर्ग गज सरकारी टोका भूमि और 2189 वर्ग गज सरकारी भूमि जिसका हाल ही में निर्धारण किया गया है, शामिल है और शेष इनाम भूमि है जो परेल में परेल गवर्नमेंट टैंक को जाने वाली सार्वजनिक सड़क पर स्थित है जिसे परेल टैंक रोड स्थित भूमि (बागेशी हिल) कहा जाता है।			सी.एस. संख्या 1/202 पट्टा जिसका क्षेत्रफल 2043.88 वर्ग गज है और सी.एस. संख्या 203	
(2) परेल स्थित इनाम भूमि का खाली टुकड़ा जिसका क्षेत्रफल लगभग 6005 वर्ग गज है।			पार्ट जिसका क्षेत्रफल 623.33 वर्ग गज है बंबई नगर निगम ने भूमि अभिग्रहण अधिनियम, 1894 (1894 का पहला) की धारा 12 (2) के अधीन एक जलाशय के निर्माण के लिये अभिग्रहीत कर लिया था। इस जमीन के पट्टेदार सर रतन टाटा ट्रस्ट द्वारा जमीन को फ्रीहोल्ड में बदलने के उद्देश्य से अपने प्रतिवर्ती अधिकार खरीदने के लिए 11 लाख रुपये की राशि अदा की गई थी, जैसाकि भारत सरकार के शिक्षा और संस्कृति मंत्रालय (शिक्षा विभाग) द्वारा अपने 17-3-1981 के पत्र सं. एफ. 8-23/80-टी.-6 द्वारा अनुमोदित किया गया था। भारत सरकार ने अपने दिनांक 29-12-1986 के पत्र सं. एफ. 8-22/85-टी 6 द्वारा इंडियन इस्टीट्यूट आफ साइंस, बंगलौर को इस्टीट्यूट के स्थापक जमशेदजी नौशेरवाजी की प्रकृति को विरस्थापी बनाने के लिये विस्तार अनुसंधान सेमिनार कम्यूनिक्स-सह-सभागार का निर्माण करने के लिये उपयोग में लाये जाने के लिए 10,90,126.35 रुपए की राशि भेजने से सम्बन्धित अनुमोदन की सूचना दी थी। 9873.65 रुपए की शेष राशि निधि प्राधिकारियों के पास थी।	
3 गवर्नमेंट टोका भूमि का खाली टुकड़ा जिसका क्षेत्रफल लगभग 1058 वर्ग गज है और जो बंबई नगर में परेल पर गोलांगी हिल रोड पर और उसके दक्षिण में स्थित है।				
(4) सरकारी टोका भूमि का खाली टुकड़ा जिसका क्षेत्रफल लगभग 566 वर्ग गज है और जो बंबई नगर में परेल पर गोलांगी हिल रोड पर और उसके दक्षिण में स्थित है।				

1	2	3	4	5
15. जी. प्रार्. एच. डी. शिक्षा सं. 433	27 मई 1909	भारतीय विज्ञान संस्थान	बंबई का कलेक्टर श्री जनार्दन राव बोस और श्री नवल एच. टाटा	
16. जी. प्रार्. ई. डी. संख्या 452	7 मार्च 1906	सर जमशेदजी जेजीभाई पारसी, हितकारी संस्थान	सचिव सर जमशेदजी जेजीभाई पारसी हितकारी संस्थान बंबई	
17. जी. प्रार्. ई. डी. सं. 1778	10 जुलाई 1912	—तदैव—	—तदैव—	
तमिलनाडु				
1. संख्या 46—शिक्षा तथा संख्या 389—शिक्षा	5 अप्रैल 1904 तथा 25 जून, 1904	मद्रास सैनिक बालिका अनाथालय अक्षय निधि मद्रास	सचिव तथा कोर्पोरेट्स सेंट आर्च स्कूल तथा अनाथालय मद्रास	

6	7	8	9
	रुपए	रुपए	
15. "हैम्पटन कोर्ट" गणपत बंबई नगर और रजिस्ट्रेशन उप- जिले में कोलाबा रोड "हैम्पटन कोर्ट" के पश्चिम में स्थित भूमि का वह साधा टुकड़ा जिसका क्षेत्रफल लगभग 2020 वर्गगज अथवा इसके करीब है और जिसकी हदबंदी इस प्रकार है : उत्तर में या उत्तर की ओर सर करीम भाई इब्राहिम बारोमैतसी ब्यास के ब्यासियों की संपत्ति, दक्षिण में या दक्षिण की ओर पुलिस चौकी सड़क, पूर्व या पूर्व की ओर कोलाबा रोड, पश्चिम में या पश्चिम की ओर बोर्ड हाउस रोड। यह भूमि बंबई के कलेक्टर की फिताबों में रेटरोल संख्या 8509 पर दर्ज है और उसकी कोलाबा प्रभाग की बम्बोबस्त सर्वेक्षण संख्या 48 है। इसमें भूमि पर बनी इमारतें और अन्य बांछें शामिल हैं। इनका निर्धारण बंबई नगरपालिका द्वारा अक्षांश संख्या 213 और 214 और क्रमशः कोलाबा रोड और बोर्ड हाउस रोड की गली संख्या 158 और 125 तथा लोफर कोलाबा रोड की गली संख्या 154 के अन्तर्गत गिनाया गया है।	16,51,821.48	2,74,653.00	
16. बंबई में हार्नेबी रोड फोर्ट पर स्थित 1688 वर्गगज भूमि का टुकड़ा और उस पर बने हुए रिहायशी भकान और इमारतें	3,90,002.59	3,204.00	क्रम संख्या 16 और 17 के कालम 7 और 8 में दिखाई गई वार्षिक प्राय और मूल्यांकन श्री के.डी. श्रीफ, सचिव सर जे.जे.पी. बी. संख्या 209, डा. बी.एन. रोड, फोर्ट बंबई-400023 के दिनांक 13-6-1988 के पत्र सं. ई/204 में दी गई हिदायतों के अनुसार है।
17. गोललेन फोर्ट बंबई में स्थित पूर्व स्वामित्व वाली भूमि का सारा टुकड़ा और उस पर, बने हुए बाटिकागृह, बास गृह और अस्तबल जिसका क्षेत्रफल लगभग 173 और 62 वर्ग गज है।	12,000.00	शून्य	—तदैव—
1. मद्रास में स्थित भूमि जिसकी सर्वेक्षण संख्या 232 है और जिसका क्षेत्रफल 15 काली, 18 ग्राउंड और 1678 वर्ग फुट है और उस पर बनी इमारत जिसका नाम मद्रास सैनिक बालिका अनाथालय (मद्रास मिलिट्री फीमेल धारफन असाईलम) है।	जात नहीं	जात नहीं	इस संपत्ति पर सिविल औरपन असाईलम का कब्जा है। यह कब्जा इस शर्त पर दिया गया था कि वहां पर अनाथालय की लड़कियों के अलावा मद्रास सैनिक बालिका अनाथालय में पहले भर्ती की गयी 30 अन्य बालिकाओं के अरण-पोषण और शिक्षा की व्यवस्था की जायेगी।

1	2	3	4	5
		रु.	रु.	
उत्तर प्रदेश				
1. उत्तर प्रदेश सरकार शिक्षा विभाग अधिसूचना संख्या 602 XV 301 और 808 जी/ 15619/1923	क्रमशः 2 अप्रैल, 1918 और 29 नवम्बर, 1923	गिरौड़ी कायस्थ, पाठशाला, अक्षय निधि मिरजापुर	प्रबन्ध समिति जिसके पदेन अध्यक्ष मिरजापुर के कलेक्टर होंगे और जिसमें स्व. मंशी विदेश्वरी प्रसाद वकील की संपत्ति के निष्पादक सदस्य होंगे।	
6	7	8	9	
1 (क) जिस मिरजापुर के मुहल्ला बेलेजलीगंज में स्थित तीन मकान जिनकी हदबंदी इस प्रकार है :—				
(1) दक्षिण : श्री प्यारे लाल का मकान : उत्तर : मुसम्मात सुन्ना का मकान ; पश्चिम : भवनेमंड रोड; पूर्व : श्री सुमेर सुनार का मकान	600.00	36.00		
(2) दक्षिण : मंशी विदेश्वरी प्रसाद वकील का मकान; उत्तर : मस्जिद; पश्चिम : श्री रामेश्वर तेली का मकान; पूर्व : सड़क	600.00	36.00		
(3) दक्षिण : श्री बुद्ध का मकान; उत्तर : मंशी विदेश्वरी प्रसाद वकील का मकान ; पश्चिम—मुसम्मात उमराव का मकान; पूर्व : सड़क।	600.00	36.00		
(ख) मिरजापुर जिले की बुनार तहसील के मौजा गिरौड़ी में स्थित बाग।	600.00	15.00		
(ग) मिरजापुर जिले की बुनार तहसील के मौजा गिरौड़ी में उपर्युक्त (ख) में बंटाये गये भाग में स्थित पाठशाला।	50.00	शून्य		

पंजाब :

चूंकि केन्द्रीय पूर्ण अक्षय निधि से संबद्ध संपत्तियों का भारत और पाकिस्तान को बीच बंटवारा अभी नहीं हुआ है, इसलिए इन संपत्तियों की सूची अभी तैयार नहीं की जा सकती है।

भाग-2—प्रतिभूतियों की सूची और लेखा सारांश

मासवा संख्या	अक्षय निधि का नाम	व्यक्ति जिनकी ओर से घारित है।	प्रतिभूतियों का व्यौरा	प्रतिभूतियों की कुल रकम	नकद वसूल किया गया व्याज या लाभांश
1	2	3	4	5	6
				रुपए	रुपए
भारत :					
1.	खंडपारा राज्य व्यास निधि	खंडपारा राज्य व्यास निधि का व्यासी बोर्ड	5 वार्षिक ऋकभर सावधि जमा	30,600.00	30,600.00
					3,297.35

प्रतिभूतियों की प्राप्ति	नकद प्राप्ति की कुल रकम	नकद व्यय	नकद शेष	टिप्पणी	मासवा सं.
अन्य नकद प्राप्ति	अवधारित				
7	8	9	10	11	
रुपए	रुपए	रुपए	रुपए	रुपए	
—	3,297.35	दिया गया व्याज सरकार को दी गई फीस	3,264.40 32.95	—	1
			3,297.38		

1	2	3	4	5	6	7
2. सशस्त्र सेना हितकारी निधि	सशस्त्र सेना हितकारी निधि की सामान्य समिति	..	..	..	..	..
3. सेंट डन्स्टन्स (इंडिया) फंड	सेंट डन्स्टन्स (इंडिया) फंड का ग्वारंटी बोर्ड	4-3/4 प्रतिशत ऋण 1989	15,000.00	15,000.00	712.50	
4. थामस रोड बैल स्मारक निधि	भ्रष्टाचार जन अनुसंधान संस्थान और कालेज, वेहारापूर	..	..	..	..	..
5. भारतीय पारम्पर संस्थान	भारतीय पारम्पर संस्थान के प्रशासक	5 वार्षिक डाकघर सावधि जमा	2,08,550.00	2,08,550.00	24,672.75	
6. राष्ट्रीय शिक्षक कल्याण प्रतिष्ठान	राष्ट्रीय शिक्षक कल्याण निधि की सामान्य समिति	5 वार्षिक डाकघर सावधि जमा	1204,47,550.00	1204,47,550.00	130,47,218.55	
7. पुस्तकालय विज्ञान के लिए शास्त्री रंगनाथन प्रथम निधि	निधि की प्रथम समिति	5 वार्षिक डाकघर सावधि जमा	10,00,000.00	10,00,000.00	1,17,251.35	

7	8	9	10	11	मामला सं०
(क) 8,00,400.00	8,00,400.00	अध्यय प्रदायिका	8,00,400.00	—	(क) यह निधि प्राधिकारियों को वापस की गई 3 प्रतिशत रूपान्तरण ऋण, 1946 के उन्मोचन से प्राप्त राशि की द्योतक है। 2
(ख) 92,900.00	93,612.50	अध्यय प्रदायिका दिया गया ब्याज सरकार को दी गई फीस	92,900.00 705.40 7.10 93,612.50	—	कालम संख्या 6 के नीचे दी गई रकम में स्लॉट पर काटे गये आयकर और अधिभार को रकम शामिल नहीं है। 3
(ग) 3,100.00	3,100.00	..	—	3,100.00	(ख) यह 3 प्रतिशत रूपान्तरण ऋण, 1946 के उन्मोचन से प्राप्त राशि का द्योतक है। 4
..	24,672.75	दिया गया ब्याज सरकार को दी गई फीस	24,426.00 246.75 24,672.75	..	(ग) यह 3 प्रतिशत रूपान्तरण ऋण, 1946 के उन्मोचन से प्राप्त राशि की द्योतक है। 5
(घ) 85,00,000.00	215,47,218.55	दिया गया ब्याज सरकार को दी गई फीस 5 वार्षिक डाकघर सावधि जमा में निवेश	129,16,746.35 1,30,472.20 85,00,000.00 215,47,218.55	..	(घ) यह राशि 5 वार्षिक डाकघर सावधि जमा में निवेश करने के लिए निधि प्राधिकारियों से प्राप्त होने की द्योतक है। 6
(ङ) 100,000.00	2,17,251.35	अध्यय प्रदायिका दिया गया ब्याज सरकार को दी गई फीस	100,000.00 1,16,078.85 1,172.50 2,17,251.35	..	(ङ) यह राशि 5 वार्षिक डाकघर सावधि जमा के उन्मोचन से प्राप्त राशि की द्योतक है, जिसे उसी खाते में पुनः निवेश कर दिया गया है। 7

1	2	3	4	5	6	7	8	9	10	11	सामान्य संख्या
				₹.	₹.						
8.	देहरादून स्थित व्यस्क अंध प्रशिक्षण केन्द्र की वानूबाई घोरमजी कांगा प्रशिक्षणार्थी कल्याण निधि।	निदेशक, राष्ट्रीय अंध संस्थान देहरादून	5 वर्षीय डाकघर सावधि जमा	10,350.00	10,350.00					5,965.80	
9.	मंडा विवस निधि	मंडा विवस निधि की प्रबन्ध समिति									
10.	युद्ध पीड़ितों और भ्रपंग सैनिकों के लिए विशेष सहायता निधि	प्रबन्ध समिति युद्ध पीड़ितों और भ्रपंग सैनिकों के लिए विशेष सहायता निधि	5 वर्षीय डाकघर सावधि जमा	2,00,00,000.00	2,00,00,000.00					23,66,125.00	
11.	महिलाओं व बच्चों के लिए लेडी हाइंग प्रस्पताल, दिल्ली निधि।	प्रणामन बोर्ड लेडी हाइंग आयुर्विज्ञान महाविद्यालय तथा श्रीमति एस. के. प्रस्पताल	5 वर्षीय डाकघर सावधि जमा	1,02,650.00	1,02,650.00					12,144.15	
12.	राष्ट्रीय बाल निधि	निधि के नियमों का धोड़ा	5 वर्षीय डाकघर सावधि जमा	193,00,000.00	193,00,000.00					21,65,004.60	
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(क)	44,000.00	49,965.80	दिया गया ब्याज सरकार को दी गई फीस	5,906.15 591.65	44,000.00	यह राशि 5 वर्षीय डाकघर सावधि जमा के उन्मोचन से प्राप्त राशि की छोटक है।	8				
				5,965.80							
(ख)	4,20,000.00	4,20,000.00	अन्य प्रवासियां	4,20,000.00		यह 3 प्रतिशत रुपान्तरण ऋण, 1946 की उन्मोचन से प्राप्त राशि को निधि प्राधिकारियों को वापस करने की छोटक है।	9				
				4,20,000.00							
		23,66,125.00	दिया गया ब्याज सरकार को दी गई फीस	23,42,463.75 23,661.25			10				
				23,66,125.00							
		12,144.15	दिया गया ब्याज सरकार को दी गई फीस	12,022.70 121.45							
				12,144.15							
(ज)	10,00,000.00	31,65,004.60	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा में दिया गया निवेश	21,43,354.55 21,650.00 10,00,000.00		(ज) यह रकम 5 वर्षीय डाकघर सावधि जमा में जमा कराने के लिए निधि प्राधिकारियों से प्राप्त राशि की छोटक है।	12				
				31,65,004.60							

1	2	3	4	5	6
13. भारतीय जनद्वैकी विपत्ति स्थाप	प्रजपक्षक बोर्ड, नई दिल्ली	5 वर्षीय डाकघर सावधि जमा	32,78,400.00	32,78,400.00	3,87,855.20
14. यहूदी पुनर्वास निधि	मूसा बोर्ड, कलकत्ता	5 वर्षीय डाकघर सावधि जमा	97,350.00	97,350.00	11,517.15
15. राष्ट्रीय कर्मचारी राहत निधि	राष्ट्रीय कर्मचारी राहत निधि बोर्ड जयपुर	5 वर्षीय डाकघर सावधि जमा	20,750.00	20,750.00	2,454.85
16. राष्ट्रीय खिलाड़ी कल्याण निधि	निधि की सामान्य नमिति	5 वर्षीय डाकघर सावधि जमा	29,00,000.00	29,00,000.00	2,82,880.05
17. भूतपूर्व सैनिकों और उनके परिवारों की विशेष पुन- निर्माण और पुनर्वास निधि	प्रशासक बोर्ड जयपुर	5 वर्षीय डाकघर सावधि जमा	1,33,350.00	1,33,350.00	14,369.30
18. युद्धोत्तर सेवाएं पुनर्निर्माण निधि	प्रशासक बोर्ड जयपुर	5 वर्षीय डाकघर सावधि जमा	17,350.00	17,350.00	1,869.55
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..	3,87,855.20	दिया गया ब्याज सरकार को दी गई फीस	3,83,976.65 3,878.55	..	13
			3,87,855.20		
..	11,517.15	दिया गया ब्याज सरकार को दी गई फीस	11,402.00 115.15	..	14
			11,517.15		
..	2,454.85	दिया गया ब्याज सरकार को दी गई फीस	2,430.30 24.55	..	15
			2,454.85		
(अ) 5,00,000.00	7,82,880.05	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा	2,80,251.25 2828.80 5,00,000.00	.. (अ) यह रकम 5 वर्षीय डाक- घर सावधि जमा में जमा कराने के लिए निधि प्राधि- कारियों से प्राप्त राशि है।	16
			7,82,880.05		
(ब) 1,33,350.00	147,719.30	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा	14,225.60 143.70 1,33,350.00	.. यह राशि 5 वर्षीय डाकघर सावधि जमा के उम्मीदन से प्राप्त राशि की दोस्तक है, जिसे उसी खाते में पुनः निदेश कर दिया गया है।	17
			1,47,719.30		
(क) 17,350.00	19,219.55	दिया गया ब्याज सरकार को दी गई फीस 5 वर्षीय डाकघर सावधि जमा	1,850.85 18.70 17,350.00	.. (क) -तैय-	18
			19,219.55		

1	2	3	4	5	6
			रु.	रु.	रु.
19. राष्ट्रीय अर्पण कल्याण निधि	प्रशासक बोर्ड	5 वर्षीय डाकघर सावधि जमा	1,00,000.00	1,00,000.00	11,830.65
महाराष्ट्र					
1. भारतीय विज्ञान संस्थान (बंगलौर की संपत्तियां)	भारतीय विज्ञान परिषद संस्थान बंगलौर	5 वर्षीय डाकघर सावधि जमा	2,150.00	2,150.00	254.35
2. भारतीय विज्ञान संस्थान (बंबई की संपत्तियां)	भारतीय विज्ञान परिषद संस्थान बंगलौर	5-1/2 प्रतिशत ऋण 2,000 (पुनर्मा) 5 वर्षीय डाकघर सावधि जमा	1,40,300.00 11,01,150.00	12,41,450.00	1,36,214.30
7	8	9	10	11	
	11,830.60	दिया गया ब्याज सरकार को दी गई फीस	11,712.30 118.30 11,830.60	..	19
(ठ)	17.00	271.35	दिया गया ब्याज सरकार को दी गई फीस	271.35	(ठ) यह अथशेष का ब्रोकर है। मार्च 1988 में 254.35 रु. की राशि प्राप्त हुई और नए आरंभ किए गए एम.आई. सी.आर. बैंक उपलब्ध न होने के कारण इस राशि की अदायगी प्रशासक को 31-3-88 से पूर्व नहीं की गई।
(ड)	67,700.67	2,03,914.97	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर कटौतियां अन्य अदायगियां	1,32,826.97 1,349.48 772.00 67,650.00 2,02,598.45	1,316.52 (ड) 5 वर्षीय डाकघर सावधि जमा की वापसी अदायगी की प्राप्ति से संबंधित 57,800.00 रु. की राशि का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है। भारतीय विज्ञान संस्थान बंबई से उनके दिनांक 2-7-87 के पत्र सं. सी-2/2380 के अन्तर्गत 9873.65 रुपए की राशि प्राप्त हुई और उससे 9,850 रु. की राशि को 5 वर्षीय डाकघर सावधि जमा में जमा कर दिया गया। मार्च 1988 में 1,265.85 रुपए की राशि प्राप्त हुई और नए आरंभ किए गए एम.आई. सी.आर. बैंक उपलब्ध न होने के कारण इस राशि की अदायगी प्रशासक को 31-3-88 से पूर्व नहीं की गई।

1	2	3	4	5	6
3	कराची के फकीर जी कोबामजी की छावृत्ति निधि	कप्तान अशोक प्रशिक्षण पौन "राजेन्द्र" व्यू फेरी हाफ के सामने बम्बई-9	5 वर्षीय डाकघर सावधि जमा	60,000.00	60,000.00 7098.35
4	शैटफील्ड स्मारक पुरस्कार निधि	1. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय पूना 2. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय धारवाड़ 3. प्रिंसिपल पुरुष प्रशिक्षण महाविद्यालय महमबाबाद	5 वर्षीय डाकघर सावधि जमा	200.00	200.00 23.65
5	गणेश श्रवणन निमये छावृत्ति निधि	शिक्षा निदेशक महाराष्ट्र राज्य पुणे	5 वर्षीय डाकघर - सावधि जमा	56,000.00	56,000.00 6,625.15
6	सर विलियम पूरे स्मारक निधि	निदेशक स्वास्थ्य सेवा महाराष्ट्र राज्य बम्बई	5 वर्षीय डाकघर सावधि जमा	1,100.00	1,100.00 130.15
7	बम्बई प्रेसीडेन्सी में मृतसमानों में शिक्षा को प्रोत्साहन देने के लिए काजी शाहाबुद्दीन अक्षय निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पूर्ण	5 वर्षीय डाकघर सावधि जमा	1,50,400.00	1,50,400.00 17,793.25

7	8	9	10	11
रु.	रु.	रु.	रु.	
..	7,098.35	दिया गया ब्याज सरकार को दी गई फीस	7027.37 70.98	3
			7,098.35	
(द)	92.09	115.74 सरकार को दी गई फीस	0.24	115.50 (द') यह अथर्वेय की छोटक है 4
			0.24	
..	6625.15	दिया गया ब्याज सरकार को दी गई फीस	6,558.90 66.25	5
			6625.15	
	130.15	दिया गया ब्याज सरकार को दी गई फीस	128.85 1.30	6
			130.15	
..	17,793.25	दिया गया ब्याज सरकार को दी गई फीस	17,615.32 177.93	7
			17,793.25	

1	2	3	4	5	6
			रु.	रु.	रु.
8. अंग्रेजी में एस. एस. सी. परीक्षा संबंधी पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे	5 वर्षीय डाकघर सावधि जमा	3,400.00	3,400.00	402.20
9. कृषि और शिक्षा संबंधी प्रयोजनों के लिए सर सेलून डेविड न्यास निधि	कृषि और सहकारिता विभाग, महाराष्ट्र सरकार बंबई के सचिव की मार्फत निधि का न्यासी बोर्ड	5 वर्षीय डाकघर सावधि जमा	7,51,100.00	7,51,100.00	83,859.80
10. बंबई राज्य परीक्षा और अनुरक्षण निधि	अध्यक्ष, बंबई राज्य परीक्षा और अनुरक्षण संस्था बी. आई. टी. ब्लाक संख्या, 33, किम्स सिकल, माटुंग, बम्बई-19	5 वर्षीय डाकघर सावधि जमा	21,000.00	21,000.00	2484.45
11. भारतीय इम्पीरियम सहायता (छात्रवृत्ति) निधि	शिक्षा-निदेशक, महाराष्ट्र राज्य, पुणे	5 वर्षीय डाकघर सावधि जमा	25,200.00	25,200.00	2,981.30
12. सावित्री बाई कृष्ण राव उन्नत छात्रवृत्ति निधि	-तदैव-	5 वर्षीय डाकघर सावधि जमा	12,809.00	12,809.00	1,514.35
7	8	9	10	11	
रु.	रु.	रु.	रु.		
..	402.20	दिया गया व्यय सरकार को दी गई फीस	46.83 0.47 ----- 47.30	354.90	मार्च, 1988 में 354.90 रु. का राशि प्राप्त हुई और नए श्रारंभ किए गए एस. आई. सी. श्रार. चैक उन्नत न होने के कारण इस राशि की अदा-यगी प्रशासक को 31-3-88 से पूर्व नहीं की गई।
..	88,859.80	दिया गया व्यय सरकार को दी गई फीस	87,971.20 888.60 ----- 88,859.80	..	9
..	2,484.45	दिया गया व्यय सरकार को दी गई फीस	2,459.61 24.84 ----- 2,484.45	..	10
..	2,981.30	दिया गया व्यय सरकार को दी गई फीस	2,951.49 29.81 ----- 2,981.30	..	11
..	1,514.35	दिया गया व्यय सरकार को दी गई फीस	1,499.21 15.14 ----- 1,514.35	..	12

1	2	3	4	5	6
				रु.	रु.
13.	बम्बई प्रदेश कृषि प्रदर्शनी निधि	कृषि निदेशक, महाराष्ट्र राज्य, पुणे	5 वर्षीय डाकघर सावधि जमा 7 वर्षीय अल्प वचन बॉन्ड	4,16,000.00 2,000.00	4,18,000.00 50,325.40
14.	डा. रामचन्द्र गिवाजी पोरदी छात्रवृत्ति निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे	5 वर्षीय डाकघर सावधि जमा	11,100.00	11,100.00 1,313.20
15.	सर कुसरो वाडियावास निधि	निधि के यामी विकास के अध्यक्ष द्वारा सविधि कृषि सहकारिता विभाग महाराष्ट्र सरकार बम्बई	5 वर्षीय डाकघर सावधि जमा	12,94,200.00	12,94,200.00 1,53,111.95
16.	मुद्रापरान्त सैन्य पुनर्नि-माण निधि (राजस्थान अंश)	निधि सचिव द्वारा महा-राष्ट्र राज्य एम. एस. तथा ए. बोर्ड, पुणे	5 वर्षीय डाकघर सावधि जमा	11,100.00	11,100.00 1,245.65
17.	भारतीय वाणिज्य नाविकों के लिए मुद्र स्मारक निधि 1947	इंडियन सेलर्स होम सोसायटी की प्रबन्ध समिति मस्जिद बन्दर साईडिंग रोड बम्बई	5 वर्षीय डाकघर सावधि जमा	21,32,900.00	21,32,900.00 2,52,335.40
7	8	9	10	11	
(ण)	2,000.00	52,325.40	दिया गया ब्याज सरकार को दी गई फीस अन्य अक्षयवर्धन	49,822.15 503.25 2,000.00 52,325.40	(ण) 7 वर्षीय अल्प वचन बॉन्ड की वापसी अदायगी को प्राप्तिपत्रों का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है।
..	..	1,313.20	दिया गया ब्याज सरकार को दी गई फीस	1,300.07 13.13 1,313.20	.. 14
(श)	42.00	1,53,153.95	दिया गया ब्याज सरकार को दी गई फीस	1,51,580.83 1,531.12 1,53,111.95	(श) यह अक्षय्य राशि की घौतक है। 15
(च)	7,680.65	2,356.70	दिया गया ब्याज सरकार को दी गई फीस अन्य अक्षयवर्धन	1,233.19 12.46 6,400.00 7,645.65	35.00 (च) यह रुकन 35.00 रु. की अक्षय्य राशि की घौतक है और 5 वर्षीय डाकघर सावधि जमा में 6,400 रु. की राशि की वापस अदायगी की प्राप्तिपत्रों का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है। 16
..	..	252,335.40	दिया गया ब्याज सरकार को दी गई फीस	2,49,812.05 2,523.35 252,335.40	.. 17

1	2	3	4	5	6
				रु.	रु.
18.	होनी मेहता विजय धर्म्य बाद निधि (राजस्थान अंश)	निधि सचिव द्वारा महा- राष्ट्र राज्य एस्. एस्. तथा ए. बोर्ड पूर्ण - 1	5 वर्षीय डाकघर सावधि जमा 5-3/4 प्रतिशत ऋण 2003	1,200.00 } 100.00 }	1,300.00 147.71
19.	एल. बी. मंडेके पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पूर्ण	5 वर्षीय डाकघर सावधि जमा	1,600.00	1,600.00 189.35
20.	कुमारी मणिकबाई शिन्दे पुरस्कार निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पूर्ण - 1	5 वर्षीय डाकघर सावधि जमा	1,000.00	1,000.00 118.35
21.	मराठा युद्ध स्मारक निधि	मराठा युद्ध स्मारक निधि के अध्यक्ष सचिव, मार्फत मराठा लाइट इन्फैन्ट्री रेजिमेंट, बेलगांव	5-1/2 प्रतिशत ऋण 2000 (पुराना) 5 वर्षीय डाकघर सावधि जमा	9,100.00 } 3,26,200.00 }	3,35,300.00 39,092.00
22.	सर एम्.पी. जोशी न्याय निधि	प्रतिफल, कृषि कानून पूर्ण	5 वर्षीय डाकघर सावधि जमा 5-1/4 प्रतिशत डाकघर सावधि जमा	12,800.00 } 500.00 }	13,300.00 1,543.09
	7	8	9	10	11
	रु.	रु.	रु.	रु.	भागीदार बचत
(ब)	4.00	151.71	दिया गया ब्याज सरकार को दी गई फीस	146.29 1.42	4.00 (द) यह प्रयोगों को राशि का बोली है।
				117.71	18
		189.35	दिया गया ब्याज सरकार को दी गई फीस	187.46 1.89	19
				189.35	
		118.30	दिया गया ब्याज सरकार को दी गई फीस	117.12 1.18	20
				118.30	
		39,092.00	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आय कर की कटौतियां	3,8651.08 390.92 50.00	21
				39,092.00	
		1,543.09	दिया गया ब्याज सरकार को दी गई फीस 10 प्रतिशत की दर से आयकर की कटौतियां	1,525.67 15.42 2.00	22
				1,543.09	

1	2	3	4	5	6
				रु.	रु.
23	कुमारी स्वार्क स्मारक उपन्यास निधि	भारत की नगरियों की स्त्री रोग चिकित्सा सहायता तथा शिक्षा प्रदान करने वाली राष्ट्रीय संस्था की बंबई शाखा के अध्यक्ष द्वारा श्री धार. एन. भावनगरी, एम. बी. बिल्लमोरिया एंड कंपनी एकाउन्टेन्ट, मार्केट लारमन गेट दृष्टीको ली, "बख्तरबाद" एबी मजिल, नारीमन प्वाइंट बंबई-20	5 वर्षीय डाकघर सार्वधि जमा	11,000.00	11,000.00
					1301.35
24	बख्तरबाद स्मारक निधि	शिक्षा निदेशक, महाराष्ट्र राज्य एन.	5 वर्षीय डाकघर सार्वधि जमा	2,000.00	2,000.00
					236.60
25	कैम्पबेल स्मारक पदक निधि	एशियाटिक सोसाइटी की बंबई शाखा की प्रबन्ध समिति, टाउन हाल, बंबई-1	5 वर्षीय डाकघर सार्वधि जमा	4,900.00	4,900.00
					579.70

7	8	9	10	11
रु.	रु.	रु.	रु.	रु.
..	1,301.35	दिया गया व्याज सरकार को दी गई फीस	1,288.31 13.01	23
			1,301.35	
..	236.60	दिया गया व्याज सरकार को दी गई फीस	234.23 2.37	24
			236.60	
..	579.70	दिया गया व्याज सरकार को दी गई फीस	573.90 5.80	25
			579.70	

1	2	3	4	5	6
				रु.	रु.
26.	सर जमशेदजी जे जी भाई पारसी हितकारी संस्था	सचिव, सर. जे. जे. पी. वी संस्था 209 डा. दादा भाई नौरोजी रोड, फोर्ट बंबई-1	13 स्टेट बैंक के शेयर 4 $\frac{3}{4}$ प्रतिशत ऋण 1989 5 वर्षीय डाकघर सावधि जमा 5 $\frac{1}{2}$ प्रतिशत ऋण 1999 5 $\frac{3}{4}$ प्रतिशत ऋण 2002 6 प्रतिशत ऋण 1998 5- $\frac{3}{4}$ प्रतिशत ऋण 2003	1,300.00 500.00 18,19,150.00 10,500.00 3,400.00 11,300.00 15,200.00	रु. रु. रु.
27.	महिला चिकित्सा सहायता देने और भारतीय महिलाओं की हिंसा के लिए नेशनल एमोशन की बंबई शाखा	नेशनल एमोशन की बंबई शाखा के कोषाध्यक्ष, मार्फत श्री आर एन भाव-नागरी एस. वी. बिल्ली मोरिया एड कं. चार्टर्ड एकाउन्टेन्ट मार्फत लाईसन ट्यूबरो लि. बख्तरवार, 9वीं मंजिल नरामन प्वाइंट बंबई-20	5 वर्षीय डाकघर सावधि जमा	2,48,100.00	2,48,100.00
28.	रुस्तमजी जमशेदजी जे. जी. भाई गुजराती विद्यालय निधि	सचिव, सर. जे. जे. पारसी हितवादी संस्था, 209 डा. दादाभाई नौरोजी रोड फोर्ट बंबई-19	5 वर्षीय डाकघर सावधि जमा	72,000.00	72,000.00
					8,518.05
7	8	9	10	11	
(घ) 11,434.88	2,29,205.00	दिया गया ब्याज सरकार को दी गई फीस अन्य अदायगियां 10 प्रतिशत की दर से आयकर की कटौतियां बैंक कमीशन	2,12,335.50 2,147.87 11,400.00 306.00 0.75 2,26,190.12	3,014.88	(घ) 5 वर्षीय डाकघर सावधि जमा की पारसी अदायगी की 11,400 रु. की प्राप्ति का 5 वर्षीय डाकघर सावधि जमा में पुनः निवेश कर दिया गया है। मार्च, 1988 में 2,980 रु. की राशि प्राप्त हुई और नए आरंभ किए गए एन आई सी आर. बैंक उपलब्ध न होने के कारण इस राशि की अदायगी प्रशासक को 31-3-88 से पूर्व नहीं की गई।
..	29,351.80	दिया गया ब्याज सरकार को दी गई फीस	29,058.28 293.52 29,351.80	..	26
..	8,518.05	दिया गया ब्याज सरकार को दी गई फीस	8,432.87 85.18 8,518.05		27 28

1	2	3	4	5	6	7
				रु.	रु.	रु.
29.	भूतपूर्व संगी राजा द्वारा रखी गई किंग एडवर्ड स्मारक निधि	शिक्षा निदेशक, महाराष्ट्र राज्य, पुणे	5 वर्षीय डाकघर सावधि जमा	50,300.00	50,300.00	5,950.80
30.	सी पी और बरार किंग एडवर्ड स्मारक समिति निधि	सचिव, शासी निकाय किंग एडवर्ड स्मारक समिति, नागपुर	5 वर्षीय डाकघर सावधि जमा	4,47,700.00	4,47,700.00	52,965.75
31.	सी पी कृषि और उद्योग सुधार निधि	सचिव शासी निकाय कृषि और उद्योग नागपुर	5 वर्षीय डाकघर सावधि जमा	1,29,900.00	1,29,900.00	15,367.95
32.	एन. एन. गार्डिनर स्मारक छात्रवृत्ति निधि	नागपुर का विश्व केंद्र जल हाउस, नागपुर	5 वर्षीय डाकघर सावधि जमा	4,200.00	4,200.00	496.85
33.	सीमाग्यवती कृष्णवाई बाल प्रयासर की निवृत्त शिक्षा कृष्ण सुले पुरस्कार निधि	विभाग, मध्य प्रदेश के पास बिचाराघाट है	5 वर्षीय डाकघर सावधि जमा	200.00	200.00	23.67
34.	रायबहादुर बन्धुजी जगदैन मोखेल पुरस्कार	-तदैव-	5 वर्षीय डाकघर सावधि जमा	900.00	900.00	106.48

7	8	9	10	11
रु.			रु.	रु.
	5,950.80	दिया गया ब्याज सरकार को दी गई फीस	5,891.29 59.51	29
			5,950.80	
..	52,965.75	दिया गया ब्याज सरकार को दी गई फीस	52,436.09 529.66	30
			52,965.75	31
..	15,367.95	दिया गया ब्याज सरकार को दी गई फीस	15,214.27 153.68	32
			15,367.95	
..	496.85	दिया गया ब्याज सरकार को दी गई फीस	491.88 4.97	..
			496.85	
(न)	113.73	137.40 दिया गया ब्याज सरकार को दी गई फीस	0.24	137.16 (न) यह रकम अग्रशेष की शीतक है।
			0.24	
(प)	520.84	627.32 दिया गया ब्याज सरकार को दी गई फीस	1.06	626.26 (प) यह रकम अग्रशेष की शीतक है।
			1.06	

1	2	3	4	5	6	
			रु.	रु.	रु. ₹	
35.	ब्राउनिंग छात्रवृत्ति और ब्राउनिंग-शिक्षक छात्रवृत्ति निधि	कलकत्ता, नागपुर	5 वार्षिक छात्रवृत्ति सावधि जमा	13,800.00	13,800.00	1,632.65
36.	जार्ज पुरस्कार निधि	वनसंरक्षक, उत्तरी बम्बेपुर मकिल, जम्बेपुर	5 वार्षिक छात्रवृत्ति सावधि जमा	1,200.00	1,200.00	141.95

तमिलनाडु

1.	बिक्टोरिया जयन्ती छात्रवृत्ति प्रत्येक निधि, संगलौर	एक समिति जिसके सदस्य हैं : 1. दक्षिण कनारा के जिला स्वायत्तीय 2. दक्षिण कनारा के जिला बोर्ड के अध्यक्ष 3. संगलौर नगर परिषद के सम्भाषित, और 4. दक्षिण कनारा के जिला शिक्षा अधिकारी और दक्षिण कनारा के जिला अधिकारी अध्यक्ष के रूप में	5 वार्षिक छात्रवृत्ति सावधि जमा	35,400.00	35,400.00	4,188.05
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7	8	9	10	11	12
रु.	रु.		रु.	रु.	
	1,632.65	दिया गया ब्याज सरकार को दी गई फीस	1,616.33 16.32		35
			<hr/> 1,632.65 <hr/>		
(क)	1,223.05	1,365.00 दिया गया ब्याज सरकार को दी गई फीस	.. 1.42	1,363.58 (क) यह रकम प्रत्येक की छोटा है।	36
			<hr/> 1.42 <hr/>		
(ख)	1,504.43	5,692.48 दिया गया ब्याज सरकार को दी गई फीस	1,200.00 41.88	4,450.60 (ख) यह रकम प्रत्येक की छोटा है।	1
			<hr/> 1,241.88 <hr/>		

1	2	3	4	5	6
				रु.	रु.
2.	जम्मूगढ़वा रंगैया घट्टी कालेजिएड छालबुलि निधि मद्रास	कालेज शिक्षा निदेशक मद्रास	5 वर्षीय डाक्टर सावधि जमा 6-3/4 प्रतिशत तमिलनाडु ऋण, 1992 6-1/2 प्रतिशत तमिलनाडु ऋण, 1989 5-3/4 प्रतिशत ऋण, 2001 7-1/2 प्रतिशत भारत सरकार ऋण 2010	45,400.00 3,200.00 400.00 2,700.00 9,200.00	60,900.00 8,038.79
3.	बिग स्मारक प्रक्षय निधि मद्रास	बिज्ञानय शिक्षा निदेशक मद्रास और जिलाधीन, मद्रास	5 वर्षीय डाक्टर सावधि 7-1/2 प्रतिशत भारत सरकार ऋण 2010	12,600.00 2,600.00	15,200.00 1,578.15
4.	जे. एन. कोन स्मारक प्रक्षय निधि मद्रास	दक्षिण रेलवे के मुख्य प्रसिध्ता मद्रास	5 वर्षीय डाक्टर सावधि जमा 7-1/2 प्रतिशत भारत सरकार ऋण 2010	1,600.00 1,200.00	2,800.00 217.15

7	8	9	10	11	12
रु.	रु.	रु.	रु.		
(म)	7940.97	13,979.76	दिया गया ब्याज सरकार को दी गई फीस 60.38 60.38	13,919.38	(म) यह राशि प्रथम को दो तर्क है। खेत पर काटे गए आयकर की रकम 54.50 रु. है।
(म)	4,762.61	6,340.76	दिया गया ब्याज सरकार को दी गई फीस 15.77 15.77	6,324.99	(म) यह राशि प्रथम को दो तर्क है। खेत पर काटे गए आयकर की रकम 10.00 रु. है।
(म)	1,987.23	2,204.38	दिया गया ब्याज सरकार को दी गई फीस प्रत्य भवामिणी 175.00 2.17 1200.00 1,377.17	827.11	(म) यह रकम दो तर्क है : प्रथम 787.23 प्रत्य भवामिणी 1200.00 1987.23
					खेत पर काटे गये आयकर की रकम 4.50 रु. है

1	2	3	4	5	6
			रु.	रु.	रु.
मध्य प्रदेश					
1. नवाब सुल्तान जहाँ बेगम शिक्षा अक्षय निधि, भोपाल	गवर्नर बोर्ड जिसमें निम्न-लिखित सदस्य हैं 1. महामान्य सिकन्दर सोलत इल्लिखार उलमुख नवाब मुहम्मद हमीदुल्ला खां 2. श्री महावीर प्रसाद वर्मा, भूतपूर्व न्यायाधीश, उच्च न्यायालय, भोपाल। 3. श्री मुहम्मद अहमद अमरी, भूतपूर्व न्यायाधीश, उच्च न्यायालय, भोपाल 4. कर्नल यामीनुलमुहक नवाब जावा रशीदुल्ल फरखां बहादुर और 5. मलामिदुल इशाफली काविर श्री शैयद माशूक अली महामान्य नवाब भोपाल के संप्रदाय विभाग के सचिव	3 प्रतिशत रूपांतरण अर्थात् 1946 भारतीय यूनिट ट्रस्ट में 3820 यूनिट	9,24,400 } 3,82,000.00 }	13,06,400.00 44,312.00	
2. रामचन्द्र ठाकुर पुरस्कार निधि	सचिव, माध्यमिक शिक्षा बोर्ड मध्य प्रदेश, भोपाल	3 प्रतिशत रूपांतरण अर्थात् 1946	500.00	500.00	...
7	8	9	10	11	12
रु.	रु.		रु.	रु.	
(कक) 9,24,489.18	9,68,801.18	बिधा गया ब्याज सरकार को दी गई फीस	43758.10 43750.10	9,25,043.08	(कक) यह 4 प्रतिशत एम.पी. अर्थात् 1971 की खर्च न की गई 89.18 रु. की अक्षयशेष राशि और 3 प्रतिशत रूपांतरण अर्थात् 1946 की वापसी अक्षयगी से प्राप्त 9,24,400 रु. की राशि और वसूल की गई सरकारी फीस की 553.90 रु. की राशि, जो सरकारी खाते में जमा नहीं की गई है, की छोटक है। कालम 6 में दिखाई गई ब्याज की रकम में स्त्रोत पर काटी गई आयकर और अधिभार की रकम शामिल नहीं है।
(खख) 500.00	500.00	बिधा गया ब्याज सरकार को दी गई फीस	500.00	(खख) यह 3 प्रतिशत रूपांतरण अर्थात् 1946 की वापसी अक्षयगी की प्राप्ति की छोटक है।	2

1	2	3	4	5	6
			रु.	रु.	रु.
3. हाथिन पत्रक निधि	लोक शिक्षा निवेशक, मध्य प्रदेश बोचाल	3 प्रतिशत रुपान्तरण ऋण, 1946	2,100.00	2,100.00	..
4. महुलू कीर लैंस रबल पत्रक निधि	जिला शिक्षा अधिकारी, बिलासपुर	8-3/4 प्रतिशत मध्य प्रदेश एस.बी. ऋण, 2000	500.00	500.00	..
5. पंडित प्रेम चंदर बंसाचंदर ठाकुर छात्रवृत्ति निधि	मुख्य कार्यकारी अधिकारी, बनपल समा, बमोह	3 प्रतिशत रुपान्तरण ऋण, 1946	7,100.00	7,100.00	..
6. देवाचंदर पंडरा हाई स्कूल छात्रवृत्ति निधि	ग्रामीण शिक्षा अधिकारी, जबलपुर	3 प्रतिशत रुपान्तरण ऋण, 1946	5,000.00	5,000.00	—
7. लक्ष्मीबाई छात्रवृत्ति निधि	जिला शिक्षा अधिकारी, जबलपुर	3 प्रतिशत रुपान्तरण ऋण, 1946	2,600.00	2,600.00	..

7	8	9	10	11	12
रु.	रु.		रु.	रु.	
(अ) 2,100.00	2,100.00	दिया गया ब्याज सरकार को दी गई फीस	.. ..	2,100.00	(अ) यह 3 प्रतिशत रुपान्तरण ऋण, 1946 की वापसी प्रदायगी की प्राप्ति की द्योतक है।
(ब) 95.72	134.52	दिया गया ब्याज सरकार को दी गई फीस	38.36 ..	96.16	(ब) यह रकम 4 प्रतिशत एम. पी. ऋण, 1971 की खर्च न की गई प्रयोज्य राशि और वसूल की गई सरकारी फीस की 0.44 रु. की राशि, जो सरकारी खाते में जमा नहीं की गई है, की द्योतक है। कायम 6 में दिखाई गई ब्याज की रकम में स्वतः पर काटी गई प्रायकर और प्रविष्टार की रकम शामिल नहीं है।
(क) 7,100.00	7,100.00	दिया गया ब्याज सरकार को दी गई फीस	.. ..	7,100.00	(क) यह 3 प्रतिशत रुपान्तरण ऋण, 1946 की वापसी प्रदा- यगी से प्राप्त राशि की द्योतक है।
(ख) 5,000.00	5,000.00	दिया गया ब्याज सरकार को दी गई फीस	— —	5,000.00	(ख) यह 3 प्रतिशत रुपान्तरण ऋण, 1946 की वापसी प्रदायगी से प्राप्त राशि की द्योतक है।
(ग) 2,600.00	2,600.00	दिया गया ब्याज सरकार को दी गई फीस	— —	2,600.00	(ग) यह 3 प्रतिशत रुपान्तरण ऋण 1946 की वापसी प्रदायगी से प्राप्त राशि की द्योतक है।

1	2	3	4	5	6		
			रु.	रु.	रु.		
8. बुडबुड छात्रवृत्ति निधि	प्रिंसिपल, राजकुमार कालेज राजपुर	8-3/4 प्रतिशत मध्य प्रवेश एम. डी. श्रेण; 2000 3 प्रतिशत रुपान्तरण श्रेण, 1946	2,400.00 8,300.00	10,700.00	189.00		
बिहार							
1. बुडहाउस स्मारक निधि	कलकटर, भागलपुर	5 वर्षीय डाकघर सावधि जमा]	1,100.00	1,100.00	—		
2. राजा रघुनंदन प्रसाद न्यास निधि	अधैतनिक कोषाध्यक्ष बिहार एस. पी. सी. ए. सदाकत आश्रम, पटना	3 प्रतिशत रुपान्तरण श्रेण 1946	1,600.00	1,600.00	—		
3. सर फखरुद्दीन स्मारक स्वर्ण पत्रक निधि	मिस्त्रा निदेशक, बिहार, पटना]	3 प्रतिशत रुपान्तरण श्रेण, 1946	1,100.00	1,100.00	—		
उत्तर प्रदेश							
अलीगढ़							
1. तसदुक रसूक धरबी, छात्रवृत्ति भवन, निधि न्यास	कोषाध्यक्ष, मुस्लिम विश्व- विद्यालय, अलीगढ़	10 प्रतिशत सावधि जमा प्राप्तियां	20,200.00	20,200.00	1,010.00		
2. सर सैयद अहमद स्मारक न्यास निधि	रजिस्ट्रार, मुस्लिम विश्व- विद्यालय, अलीगढ़	—तदर्थ—	1,16,000.00	1,16,000.00	5,800.00		
7	8	9	10	11	12	13	
(जज)	8,344.63	8,533.63	दिया गया ब्याज सरकार को दी गई फीस	186.90 — 186.90	8,346.63	(जज) यह 4 प्रतिशत एम. पी. श्रेण 1971 की खर्च न की गई 44.63 रु. की अग्रशेष राशि और 3 प्रतिशत रुपान्तरण श्रेण 1946 की वापसी प्रवायगी से प्राप्त 8300 रु. की राशि और वसूल की गई सरकारी फीस की 2.10 रु. की राशि जो सरकारी खाते में जमा नहीं की गई है, की घोतक है। कालम 6 में दिखाई गई ब्याज की रकम में स्त्रोत पर काटी गई धायकर की रकम शामिल नहीं है।	8
बिहार							
—	—	—	—	—	—	1	
—	—	—	—	—	—	2	
—	—	—	—	—	—	3	
—	1,010.00	दिया गया ब्याज सरकार को दी गई फीस	999.90 10.10	—	—	उत्तर प्रदेश 1	
—	—	—	1,010.00	—	—	—	
—	5800.00	दिया गया ब्याज सरकार को दी गई फीस	5742.00 58.00	—	—	—	
—	—	—	5800.00	—	—	2	

1	2	3	4	5	6
			रु.	रु.	रु.
3. सर विलियम मैरिस छात्रवृत्ति अक्षय निधि, न्यास	कुलपति, मुस्लिम विश्व-विद्यालय, अलीगढ़	10 प्रतिगत स.वर्षि जमा प्राप्तियां	6,400.00	6,400.00	320.00
इलाहाबाद					
4. रीवा छात्रवृत्ति अक्षय निधि न्यास	प्रधान कार्य गवर्नमेंट इंटर क. केंद्र, इलाहाबाद	—तदैव—	4,100.00	4,100.00	205.00
5. पन्ना छात्रवृत्ति अक्षय निधि न्यास	शिक्षा निदेशक, उत्तर प्रदेश इलाहाबाद	—तदैव—	5,200.00	5,200.00	260.00
6. विश्वनगर छात्रवृत्ति अक्षय निधि न्यास	प्रधान कार्य गवर्नमेंट इंटर क. केंद्र इलाहाबाद	—तदैव—	14,800.00	14,800.00	740.00
7. विश्वनगर छात्रवृत्ति अक्षय निधि न्यास वाराणसी	रजिस्ट्रार इलाहाबाद विश्व-विद्यालय, इलाहाबाद	—तदैव—	26,000.00	26,000.00	1,300.00
8. स घोरास छात्रवृत्ति अक्षय निधि न्यास	उप-कुलपति वाराणसी संस्कृत विश्वविद्यालय, वाराणसी	—तदैव—	45,000.00	45,000.00	2,250.00

7	8	9	10	11	12	13
—	320.00	दिया गया ब्याज सरकार को बी गई फीस	316.80 3.20			3
—	205.00	दिया गया ब्याज सरकार को बी गई फीस	202.95 2.05			4
—	260.00	दिया गया ब्याज सरकार को बी गई फीस	257.40 2.60			5
—	740.00	दिया गया ब्याज सरकार को बी गई फीस	732.60 7.40			6
—	1,300.00	दिया गया ब्याज सरकार को बी गई फीस	1,287.00 13.00			7
—	2,250.00	दिया गया ब्याज सरकार को बी गई फीस	2227.50 22.50			8
		फीस	2250.00			

1	2	3	4	5	6
			रु.	रु.	रु.
9. काठियावाड़ संस्कृत छात्र-उपकुलपति, वाराणसी संस्था श्रुति अक्षय निधि स्थापन विश्वविद्यालय वाराणसी	10 प्रतिशत संचयि जमा प्राप्ति		9,100.00	9,100.00	455.00
10. रीवा छात्रश्रुति निधि न्यास	प्रधानाचार्य, राजकीय उच्चतर माध्यमिक विद्या- लय, वाराणसी	--तदैव--	5,800.00	5,800.00	290.00
11. नागरी प्रचारिणी सभा अक्षय निधि स्थापन	सचिव, नागरी प्रचारिणी सभा, वाराणसी	--तदैव--	1,63,100.00	1,63,100.00	8,155.00
12. महाराज कुमार सुधाशु, जेखर मिश्र देव, सोनपुर संपदा के प्रत्यक्ष उत्तरा- धिकारी उड़ीसा पब्लिक अक्षय निधि स्थापन	उपकुलपति, बनारस हिन्दू विश्वविद्यालय, वाराणसी	--तदैव--	1,500.00	1,500.00	75.00
13. बस्ती की रानी भुवन राजलक्ष्मी देवी अक्षय निधि स्थापन	रजिस्ट्रार, बनारस हिन्दू, विश्वविद्यालय, वाराणसी	--तदैव--	7,300.00	7,300.00	365.00

7	8	9	10	11	12	13
--	455.00	दिया गया व्यय सरकार को दी गई फीस	450.45 4.55			9
			455.00			
--	290.00	दिया गया व्यय सरकार को दी गई फीस	287.10 2.90			10
			290.00			
--	8,155.00	दिया गया व्यय सरकार को दी गई फीस	8,073.45 81.55			11
			8,155.00			
--	75.00	दिया गया व्यय सरकार को दी गई फीस	74.25 0.75			12
			75.00			
--	365.00	दिया गया व्यय सरकार को दी गई फीस	361.35 3.65			13
			365.00			

1	2	3	4	5	6
			रु०	रु०	रु०
पोड़ी गढ़वाल	सचिव, गढ़वाल क्षेत्रीय	10 प्रतिशत सावधि जमा	51,800.00	51,800.00	2,590.00
14. गढ़वाल क्षेत्रीय शिक्षा न्यास निधि	शिक्षा न्यास निधि, पोड़ी, गढ़वाल	प्राप्तियां			
लखनऊ					
15. नगर शिक्षा प्रलय निधि न्यास प्रपर इंडिया लखनऊ	सचिव, नगर शिक्षा प्रलय निधि न्यास, इंडिया लखनऊ	—तदैव— 5 वर्षीय डाकघर सावधि जमा	16,600.00 } 19,400.00 }	36,000.00	2,920.00
16. कप्तान कु. इन्द्रजीत सिंह एम. सी. भार्गव., एम. एस., स्मारक अनुसंधान छात्रवृत्ति प्रलय निधि मिर्जापुर	प्रधानाचार्य मैडिकल कालेज लखनऊ	—तदैव—	1,08,600.00	1,08,600.00	5,330.00
मिर्जापुर					
17. बिरोड़ी कायस्थ पाठ-शाला प्रलय निधि न्यास	प्रबन्धक समिति, जिसके मिर्जापुर के कलेक्टर पदेन सभापति हैं और स्व. मुंजी भिवेश्वरी प्रसाद प्लीडर के संपदा के निष्पावक जिसके सदस्य हैं।	10 प्रतिशत सावधि जमा प्राप्ति 5 वर्षीय डाकघर सावधि जमा	1,600.00 } 7,550.00 }	9150.00	893.55
7	8	9	10	11	12
—	2,590.00	बिपा गया ब्याज सरकार को दी गई फीस	2564.10 25.90		14
			2,590.00		
—	2,920.45	बिपा गया ब्याज सरकार को दी गई फीस	2,891.25 29.20		15
			2,920.45		
—	5,330.00	बिपा गया ब्याज सरकार को दी गई फीस	5,276.70 53.30		16
			5,330.00		
—	893.55	बिपा गया ब्याज सरकार को दी गई फीस	884.60 8.95		17
			893.55		

1	2	3	4	5	6
			रु०	रु०	रु०
पाकिस्तान					
1. डाक्टर एम. के. राम- नाथन स्मारक पुरस्कार निधि	प्रधानाचार्य, जवाहरलाल नलासकोतर आयुर्विज्ञान शिक्षा संस्थान और अनु- संधान, पाकिस्तान	5 वर्षीय डाक्टर सावधि जमा	1,000.00	1,000.00	236.60
2. श्रीमती, सुशीला सलवारजली यादगार निधि	—तद्वैव—	5 वर्षीय डाक्टर सावधि जमा	1,000.00	1,000.00	236.60
3. श्री एन. सलवारजली चेटियार स्मारक पदक निधि	—तद्वैव—	5 वर्षीय डाक्टर सावधि जमा	1,000.00	1,000.00	236.60

709.80 दिया गया ब्याज	702.80	1
सरकार को दी गई फीस	7.00	2
	709.80	3

पंजाब

भारत और पाकिस्तान के बीच केन्द्रीय पूर्ण अक्षय निधियों से संबंधित प्रतिभूतियों का विभाजन न हो सकने के कारण प्रतिभूतियों की सूची तैयार नहीं की जा सकी।

प्रमाणित किया जाता है कि उपर्युक्त विवरण के भाग II में प्रदर्शित बकाया रकमें भारतीय पूर्ण अक्षय निधि के कोषपाल के पास धारित संबंधित पूर्ण अक्षय निधियों के व्यौरेवार आंकड़ों से मेल खाती हैं।

[सं. एफ. 1/1/88-टी. सी. ई.]

ए. एस. राय कोषाध्यक्ष
(भारतीय पूर्ण अक्षय निधि)

(Office of the Treasurer of Charitable Endowments for India)

New Delhi, the 15th June, 1988

S. O. 1771:- The following list of properties and of securities as on the 31st March, 1988 and abstract of accounts of interest for the year 1987-88 in respect of Charitable Endowments (Central) held by the Treasurer of Charitable Endowments for India or his agents under the Charitable Endowments Act, 1890 (6 of 1890) are published for general information.

Part I—List of properties other than S.curities.

Sl. No.	Particulars of Vesting order	Name of Endowment	Administrators of property
No.	Date		
1	2	3	4
5			
INDIA			
1.	Ministry of Health Notification No. F.14.26/61 Instt. as amended by the Ministry of Health & Family Welfare Notification No S 22070/11/76 MC (MS)	31-8-1962 31-8-1977	Pasteur Institute of India Administrator of the Pasteur Institute of India
2.	Ministry of Defence Notification No. S.R.O. 250	19th July 1960	Form Fund of the Kumaon Regimental Farm at Kamola and Udaipur. Board of Administration of the Fund.
MAHARASHTRA			
1.	G.I.H.D. Education No. 433	27th May 1909	The Indian Institute of Science The Collector of Bombay, Shri Janardan Ganpatrao and Shri Naval H. Tata.

Property held			Remarks
Description	Value	Annual Income if known	
6	7	8	9
1. Anti Rabies Research Centre Building Kasauli.	2,23,200.00	Rs. Nil	1
2. Lady Lillithgo Sanatorium Building Kasauli.	22,18,700.00		
3. Shelton Lodge Kasauli.	26,000.00		
Kamola Tehsil Kaladhugi, District Nainital.			2
1. Dispensary (30 ft. x 24 ft.)	4,000.00	Nil	
2. Thimayya Lodge (30ft. x 24 ft.)	4,000.00		
3. Guest House No. 1 (30 ft. x 35 ft.)	5,000.00		
4. Guest House No. 2 (28 ft. x 26 ft.)	3,500.00		
"Victoria Building"—All that piece of freehold, situated in the Fort on the eastern side of Parsi Bazar Street, at or near the Elphinstone Circle with the measuages, tenements and buildings thereon known as "Victoria Building" containing by admeasurement 482-3/4 sq. yards of Hereabouts.	1,30,870.00	71,886.00	The annual Income & Valuation of S. No. 1 to 15 as shown in Col. Nos. 7 & 8 is as per letter No. C/2/2525 dated 14-6-1988 of Shri P. N. Kutar Secretary to the Board of Management of Bombay Property of the India Institute of Science Bombay House, Homi Mody Street, Bombay-23. 1

1	2	3	4	5
2. & 3.	G.I.H.D. Education No. 433	27th May, 1909	The Indian Institute of Science	The Collector of Bombay Shri Janardan Ganapatrao Shri Naval H. Tata.
3. (A)	G .A.I.H.D. Education No. 433	Do .	Do.	Do.
4 & 5.	Do.	Do.	Do.	Do.
6. & 7.	Do.	Do.	Do.	Do.

6	7	8	9
	Rs.	Rs.	
"Albion Place and Alexandra Terrace"— All that piece of land, situated at By- culla on the eastern side of Parel Road with the messuages, tenements and buildings, thereon, with their out- houses and stables known as "Albion Place and Alexandra Terrace" contain- ing by admeasurement 11, 104 sq. yards or thereabouts.	1,19,330.00 3,27,190.00	3,26,304.00	2&3
New Construction being a building now known as "Hotel Heritage built on portion of land admeasuring 11,104 sq. yards or there abouts situated at Byeculla on the eastern side of Parel Road, now known as Dr. Ambedkar Road.	18,89,281.57	2,31,494.40	3(A)
(i) "Reay House" and	1,43,190.00	1,01,772.00	4&5
(ii) "Sandhurst House"—All that piece or parcel of Leasehold land, situated on the Apollo Reclamation, in the Island of Bombay, containing by admeasurement 2,004-8/9 square yards with the two buildings thereon known as 'Reay House' and Sandhurst House."	1,42,100.00		
(1) "Rosevelt House or Ezra House"	1,33,220.00	3,11,035.00	6&7
(2) SGS House—All that piece or parcel of Leasehold land, situated on the Apollo Reclamation, containing by admeasurement 533 square yards and 3/9 of another square yard, with the buildings thereon, known as the "Rosevelt House or Ezra House" and secondly all that piece of leasehold land also situated on the Apollo Recla- mation, in the Island of Bombay con- taining by admeasurement 573 square yards and 3/5 of another square yards with the buildings thereon one of which is known as S.G.S. House Cons- tructed in the year 1980.	11,75,159.30		

1	2	3	4	5
8. & 9. G.A.I.H.D. Education No. 433	27th May, 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janardan Ganpatrao Bodhe and Shri Naval H. Tata.	
10 . Do.	Do.	Do.	Do.	Do.
11. Do .	Do.	Do.	Do.	Do.
12. & 13 . Do.	Do.	Do.	Do.	Do.

6	7	8	9
"Sargent House" and "Jenkins House " All that piece or parcel of land, situa- ted on the Apollo Reclamation in the Island of Bombay containing by ad- measurement 3487-2/9 square yards with the buildings thereon known as "Sargent House" and "Jenkins House".	2,71,830.00 2,86,080.00	1,88,895.00	8&9
"New Shamji Buildings" now known as "Station Terraces. "Sleater Road. All that piece of land of Foras tenure admeasuring 2,290 square yards or thereabouts with the several measuages, tenements or dwelling houses known as "New Shamji Buildings Extension" now known as the "Station Terraces" situated on the South side of the Sleater Road, Bombay.	2,53,990.00	92,214.00	10
"Candy House" All that piece of leasehold land, situated on the Apollo Reclama- tion, in the Island of Bombay contain- ing by admeasurement 529-6/9 square yards known as "Candy House."	1,35,620.00	29,544.00	11
Land near Albion Palace and Alexandra Terrace"—All that piece of land con- taining by admeasurement 8,570 square yards or thereabout, registered by the Collector of Bombay with other and situated at Byculla on the eastern side of Parel Road in the city of Bombay together with messuages tenement and dwelling houses standing thereon known as "Land near Albion Palace and Alexandra Terrace."	79,347.00	3,048.00	107-8/9 square yards required by the 12&13 and Acquisition officer for the city of Bombay.

1	2	3	4	5
14. G.I.H.D. Education No. 433	27th May, 1909	The Indian Institute of Science	The Collector of Bombay, Shri Janardan Ganpatrao Bothe and Shri Naval H. Tata.	
6	7	8	9	
"Land at Parel Tank Road" Firstly—All that piece of land admeasuring 67,057 square yards of thereabouts whereof 7021 sq. yards is Government Toka land and 2,189 sq. yards is recently accessed Govt. Land and remaining is Inam land situated at Parel on the Public Road leading to Parel Government Tank known as "Land at Parel Tank Road" (Wage-shri Hill). Secondly—All that piece of vacant Inam land admeasuring 6,005 square yard or thereabouts situated at Parel. Thirdly—All that piece of vacant land of the Government Toka Tensure containing by admeasurement 1,058 square yards or thereabouts situated at and on the south side of Golangi Hill Road at Parel in the city of Bombay. Fourthly—All that piece of vacant Government Toka land containing by admeasurement 566 square yards or thereabouts situated at end on the south side of Golangi Hill Road at Parel in the City of Bombay.	Nil	Nil	Out of 74,686 square yards 15,575.80 square yards acquired by Government under land Acquisition Act for the construction of the Tata Hydro-Electric Power Supply Co. Ltd. in connection with its transmission lines and 37,471.52 square yards subsequently acquired in 1922 by the Land Acquisition Officer. A portion of the land at Parel Tank Road admeasuring 2,043.88 square yards of C/S No. 1/202/part and 623.33 square yards of C.S. No. 203 part has been acquired by the Bombay Municipal Corporation for the purpose of construction of Water Reservoir under Section 12(2) of the Land Acquisition Act 1 of 1894. The sum of Rs. 11 lakhs was paid by Sir Ratan Tata Trust, Leases of the land for purchasing their reversionary rights to convert the land into free hold as approved by Ministry of Education & Culture (Department of Education) Government of India vide letter No.F-8.-23/80.T.6 dated 17-3-1981. Government of India by their letter No. F. 8-22/85. T-6 dated 29-12-86 conveyed their approval to remit the sum of Rs. 1,090, (—) 126.35 to Indian Institute of Science, Bangalore to be utilised for the purpose of constructing extension research Seminar Complex-cum-auditorium to perpetual the nature of founder of the Institute Jamshedji Nusser-wanji Tata. The balance amount of Rs. 9873.65 remained with the fund authorities.	14

1	2	3	4	5
15. G.R.E.D. No. 433	27th May, 1909	The Indian Institute of Science.	The Collector of Bombay Shri Janardan Gangapatrao Bhdh- and Shri Naval H. Tata.	
16. G.R.E.D. No. 452	7th March, 1906	Sir Jamsetjee Jejeebhoy Parsee Benevolent Institution.	The Secretary, Sir Jamsetjee Jejeebhoy Parsee Benevolent Institution Bombay.	
17. G.R.E.D. No. 1778	10th July, 1912	Do.	Do.	
Tamil Nadu 1. No. 46-Education and 389-Education	5th April, 1904 and 25th June, 1904	Endowment of the Madras, Military Female Orphan Asylum	Secretary and Correspondent, St. George School and Orphan orphanage, Madras.	

6	7	8	9
<p>"Hempton Court" All that piece of land situated on the West side of the Colaba Road. "Hempton Court" at Colaba within the city and Registration Subdistrict of Bombay containing by admeasurement 2,020 sq. yards or there about and bounded as follows : that is to say on or towards the North by the Property of the Trustees of Sir Currimbhoy Abraham Barronetcy Trust, on or towards the South by the Road of Police Chowkey on or towards the East by Colaba Road and on or towards the West by Wodehouse Road, and which said piece of land is registered in the books of the Collector of Bombay under Rent Roll No. 8509 and bear Cadestal Survey No. 48 of Colaba Division together with the buildings and erections standing there on assessed by the Municipality on Bombay under Award No. 213, 214 and Street Nos. 158 and 125 of Colaba Road. and Wodehouse Road and Street No. 154 of Lower Colabad Road respectively.</p>	16,51,821.48	2,74,653.00	15
<p>A piece of land with dwelling house and building situated at Hornby Road, Fort, Bombay admeasuring 1,688 square yards.</p>	3,90,002.59	3,204.00	<p>The annual income & valuation of Sr. No. 16 & 17 as shown in Col. Nos. 7 & 8 is as per letter No. E/204 dated 13-6-1988 of Shri K.D. Shroff Secretary Sir J. J.P.B. Institution, 209 Dr. D.N. Road, Fort, Bombay-400023.</p>
<p>All that piece or parcel of freehold land with meausage tenement or stables standing thereon, situated at Gola Lane, Fort, Bombay admeasuring 173 and 62 square yards or thereabouts.</p>	12,000.00	Nil	Do. 17
<p>Land in Madras bearing Survey No. 232 and measuring 15 cawnies 18 grounds and 1678 sq. ft. with the buildings thereon known as "Madras Military Female Orphan Asylum".</p>	Not known	Not known	<p>The property is in the occupation of the Civil Orphna Asylum in consideration of the maintaining and educating 30 additional girls in addition to the girls of the Asylum such as were formerly admitted to the Madras Military Female Orphan Asylum.</p>

1	2	3	4	5
UTTAR PRADESH				
1. Government of U.P. Education Deptt. Notification Nos. 602/XV-301 808-G/XV/- 619/1923	2nd April, 1918 and 29th November, 1923	Giraundi Kayastha Pathshala Endowment Trust, Mirzapur. respectively.	A Committee of Management consisting of the Collector Mirzapur as Ex-Officio- Chairman and Executors of the Estate of the late Munshi Bindeshwari Prasad, Pleader	
6	7	8	9	
	Rs.	Rs.		1
(a) Three houses situated in Mohalla Welles- lygunj, Distt. Mirzapur bounded as fol- lows :				
South—House of Shri Piyare Lal,				
North—House of Musammat Jhunna.	600.00	36.00		
West—Govt. Road				
East. House of Shri Sumer Sonar.				
(2) South—House of Munshi Bindeshwari Prasad, Vakil North—Mosque,				
West—House of Shri Rameshwar, Teli. East. Road.	600.00	36.00		
(3) South—House of Shri Budhu, North— House of Munshi Bindeshwari Prasad, wakil				
West—House of Musammat Umrao East — Road.	600.00	36.00		
(b) A grove situated in Mouza Giraundi, Teh - sil Chunar, District Mirzapur.	600.00	15.00		
(c) Pathshala in Mauza Giraundi, Tehsil Chu- nar, District Mirzapur situated in the grove mentioned in (b) above.	50.00	Nil		

PUNJAB

Pending apportionment of properties relating to Central Charitable Endowments between India and Pakistan the list of properties could not be prepared.

PART II—List and abstract.

Case No.	Name of endowment	Persons in whose behalf held	Particulars of Securities	Total of Securities	Cash Interest or dividend realised.
1	2	3	4	5	6
INDIA					
1.	Khandpara State Trust Fund	Board of Trustees, Khandpara State Trust Fund	5 years Post Office Time Deposit.	30,600.00	30,600.00 3,297.35
Account of Securities Receipts					
Other Cash receipts		Cash Expenditure		Balance in Cash	Remarks
Total Cash receipts		payments			Case No
7	8	9	10	11	12
Rs.	Rs.	Rs.	Rs.		
...	3,297.35	Interest remitted (Fec paid to Govt.)	3,264.40 32.95	...	...
			3,297.35		1

1	2	3	4	5	6
				Rs.	Rs.
2. Armed Forces Benevolent Fund.	Armed Forces Benevolent Fund-General Committee	...	...	...	...
3. St. Dunstan's (India) Fund.	Board of Trustees, St. Dunstan's (India) Fund.	4-3/4% Loan, 1989	15,000.00	15,000.00	712.50
4. Thomas Reed Bell Memorial Fund	The President, Forest Research Institute and Colleges, Dehradun.	...	...	...	...
5. Pasteur Institute of India.	Administrator of the Pasteur Institute of India.	5 year Post Office Time Deposit.	2,08,550.00	2,08,550.00	24,672.75
6. National Foundation for Teacher's Welfare	General Committee National Foundation for Teacher's Welfare	5 year Post Office Time Deposit.	12,04,47,550.00	12,04,47,500.00	130,47,218.55
7. Sarda Ranganathan Endowment for Library Science.	Committee of Management of the Fund.	5 year Post Office Time Deposit.	10,00,000.00	10,00,000.00	1,17,251.35
7	8	9	10	11	12
(a)	800,400.00	800,400.00 Other payments	800,400.00	...	(a) Represents : redemption proceeds of 3% conv. loan, 1946. Since refunded to the Fund authorities.
			800,400.00		
(b)	92,900.00	93,612.50 Other payments Interest remitted (Fee paid to Govt.)	92,900.00 705.40 7.10	...	The interest shown (under column 6 is exclusive of income tax and surcharge deducted at source. (b) Represents redemption proceeds of 3% conv. loan 1946.
			93,612.50		
(c)	3,100.00	3,100.00 Interest remitted Fee paid to Govt.	... ... ...	3,100.00	(c) Represents redemption proceeds of 3% conv. loan 1946
	...	24,672.75 Interest remitted (Fee paid to Govt.)	24,426.00 246.75 24,672.75	...	...
(d)	85,00,000.00	215,47,218.55 Interest remitted Fee paid to Govt. Investment in 5 year POTD	129,16,746.35 1,30,472.20 85,00,000.00 215,47,218.55	...	(d) Represents : Received from Fund authorities for investment in 5-year POTD
(e)	1,00,000.00	2,17,251.35 Other Payments Interest remitted Fee paid to Govt.	1,00,000.00 1,16,078.85 11,72.50 2,17,251.35	...	(e) Represents : redemption proceeds of 5-years POTD and re-invested in the same account.

1	2	3	4	5	6
8. Banubai Byramji Kanga Trainees Welfare Fund of the Training Centre for the Adult Blind. Dehra-Dun.	The Director, National Institute for the visuallyhandicapped, Dehra Dun.	5 year Post Office Time Deposit.	10,350.00	10,350.00	5,965.80
9. Flag Day Fund	Managing Committee, Flag Day Fund.	..	..	..	..
10. War Bereaved and Disabled Servicemen Special Relief Fund.	Managing Committee War Bereaved and Disabled Servicemen Special Relief Fund	5 year Post Office Time Deposit.	2,00,00,000.00	2,00,00,000.00	23,66,125.00
11. Lady Hardinge Hospital for Women and Children. Delhi. Fund.	Board of Administration Lady Hardinge Medical College & Smt. S.K. Hospital.	5 year Post Office Time Deposit	1,02,650.00	1,02,650.00	12,144.15
12. National Children's Fund.	Board of Trustees of the fund	5 years post Office Time Deposit.	1,93,00,000.00	1,93,00,000.00	21,65,004.60
13. The Indian People's Natural Calamities Trust.	Board of Management New Delhi,	5 year POTD	32,78,400.00	32,78,400.00	3,87,855.20

7	8	9	10	11	11
(f) 44,000.00	49,965.80	Interest remitted. Fee paid to Govt.	5,906.15 59.65 <u>5,965.80</u>	(f) 44,000.00	Re-presents : Redemption proceeds of 5-year P.O.T.D. 8
(g) 4,20,000.00	4,20,000.00	Other payments	4,20,000.00 <u>4,20,000.00</u>	..	(g) Re-presents redemption proceeds of 3% Conv. Loan 1946 since refunded to the Fund authorities. 9
..	23,66,125.00	Interest remitted Fee paid to Govt.	23,42,463.75 23,661.25 <u>22,66,125.00</u>	..	10
..	12,144.15	Interest remitted. Fee paid to Govt.	12,022.70 121.45 <u>12,144.15</u>	..	11
(h) 10,00,000.00	31,65,004.60	Interest remitted Fee paid to Govt. Investment in 5 year P.O.T.D.	21,43,354.55 21,650.05 10,00,000.00 <u>31,65,004.60</u>	..	(h) Represents : Received from Fund Authorities for deposit in 5-year P.O.T.D. 12
..	3,87,855.20	Interest remitted. Fee paid to Govt.	3,83,976.65 3,878.55 <u>3,87,855.20</u>	..	13

1	2	3	4	5	6
				Rs.	Rs.
14. The Jewish Charitable Endowment Fund.	Mussa Board Calcutta	5-year P.O.T.D.		97,350.00	97,350.00
15. National Workers Relief Fund.	National Workers, Relief Fund Board, Chandigarh.	5-year P.O.T.D.		20,750.00	20,750.00
16. National Welfare Fund for Sports persons	General Committee of the Fund.	5-year P.O.T.D.		29,00,000.00	29,00,000.00
17. Special Fund for Recons - truction and Rehabilitation of Ex-Servicemen and their families.	Board of the Administration, Chandigarh	5-year P.O.T.D.		1,33,350.00	1,33,350.00
18. Post War Services Recons - truction Fund.	Board of the Administrator, Chandigarh	5-year P.O.T.D.		17,350.00	17,350.00
19. National Handicapped Wel - fare Fund.	Board of Administrator.	5-year P.O.T.D.		1,00,000.00	1,00,000.00

7	8	9	10	11
Rs.	Rs.	Rs.	Rs.	
..	11,517.15	Interest remitted Fee paid to Govt.	11,402.00 115.15 11,517.15	14
..	2,454.85	Interest remitted Fee paid to Govt.	2,430.30 24.55 2,454.85	15
(i) 5,00,000.00	7,82,880.05	Interest remitted. Fee paid to Govt. 5-year P.O.T.D.	2,80,051.25 2,828.80 5,00,000.00 7,82,880.05	.. (i) Received from fund autho- rities for deposit in 5-year P.O.T.D.
(j) 1,33,350.00	1,47,719.30	Interest remitted Fee paid to Govt. Deposit in 5-year P.O.T.D.	14,225.60 143.70 1,33,350.00 1,47,719.30	.. (j) Represents : Redemption proceeds of 5-year P.O.T.D. since re-invested in same deposit.
(k) 17,350.00	19,219.55	Interest remitted. Fee paid to Govt. Deposit in 5-year P.O.T.D.	1,850.85 18.70 17,350.00 19,219.55	.. (k) Do. 18
..	11,830.60	Interest remitted. Fee paid to Govt.	11,712.30 118.30 11,830.60	19

1	2	3	4	5	6
MAHARASHTRA					
				Rs.	Rs.
1. Indian Institute of Science (Bangalore Properties)	The Council of the Indian Institute of Science, Bangalore	5-year Post Office Time Deposit.	2,150.00	2,150.00	254.35
2. Indian Institute of Science (Bombay Properties)	The Council of the Indian Institute of Science, Bangalore	5-1/2% Loan 2000 (Old) 5-Year Post office Time Deposit.	1,40,300.00 11,01,150.00	12,41,450.00	1,36,214.30
3. Fakirjee Cowasjee of Karachi Scholarship Fund.	Captain Superintendent, Trainingship 'Rajendra' Opp. New Ferry Wakf Bombay-9	5-year P.O.T.D.	60,000.00	60,000.00	7,098.35
4. Chatfield Memorial Prize Fund.	1. Principal, Training College for Men, Poona. 2. Principal Training College. for men, Dharwar. 3. Principal Training College. for Men, Ahmedabad.	5-year P.O.T.D.	200.00	200.00	23.65
7	8	9	10	11	12
Rs.	Rs.		Rs.		
(l) 17.00	271.35	Interest remitted. Fee paid to Govt.	.. .. ...	271.35	(l) Represents : Opening balance 1 an amount of Rs. 254.35 has been received in the month of March, 88 and due to unavailability of newly MICR Cheques it is not paid to the Administrator before 31-3-1988.
(m) 67,700.67	2,03,914.97	Interest remitted Fee paid to Govt. I.T.D. -10% Other payments	1,32,826.97 1,349.48 772.00 67,65,000 2,02,598.45	1,316.52	(m) Repayment proceeds of 2 5 year P.O.T.D. for Rs. 57,800/- has been re-invested- into 5-year P. O. T. D. An amount of Rs. 9,873.65 received from Indian Insti- tute of Science, Bombay vide their letter No. C-2/ 2380 dated 2-7-1987 out of which an amount of Rs. 9,850/- deposited into 5- year P.O.T.D. An amount of Rs. 1,265.85 has been received in the month of March, 1988 and due to un-avoidability of newly introduced MICR cheques it is not paid to the Administrator before 31-3-1988.
..	7,098.35	Interest remitted Fee paid to Govt.	7,027.37 70.98 7,098.35	..	3
(n) 92.09	115.74	Fee paid to Govt.	0.24	115.50	(n) Represents: Opening ba- 4 lance.
			0.24		

1	2	3	4	5	6
				Rs.	Rs.
5.	Ganesh Balwant Limaye Scholarship Fund.	Director of Education Maharashtra State Pune	5-Year P.O.T.D.	56,000.00	56,000.00
6.	Sir William Moore Memorial Fund.	Director of Health Services, Maharashtra State, Bombay.	5-Year P.O.T.D.	1,100.00	1,100.00
7.	Kazi Shahabuddin Endowment for the encouragement of Education among Mohamedans in the Bombay Presidency.	Director of Education Maharashtra State, Pune.	5-Year P.O.T.D.	1,50,400.00	1,50,400.00
8.	Fund for prizes in English in connection with the S.C.C. Examination	do—	5-Year P.O.T.D.	3,400.00	3,400.00
9.	Sir Sasson David Trust Fund for Agriculture and Educational Purposes	Board of Trustees of the Fund C/o Secy. to Govt. of Maharashtra, Agriculture and Co-operation, Deptt., Bombay.	5-Year P.O.T.D.	7,51,100.00	7,51,100.00

7	8	9	10	11	12
Rs.	Rs.		Rs.	Rs.	
..	6,625.15	Interest remitted	6,558.90	..	5
		Fee paid to Govt.	66.25		
			6,625.15		
..	130.15	Interest remitted	128.85	..	6
		Fee paid to Govt.	1.30		
			130.15		
..	17,793.25	Interest remitted	17,615.32	..	7
		Fee paid to Govt.	177.93		
			17,793.25		
..	402.20	Interest remitted	46.83	354.90	8
		Fee paid to Govt.	0.47		
			47.30		
..	88,859.80	Interest remitted	87,971.20	..	9
		Fee paid to Govt.	888.60		
			88,859.80		

An amount of Rs. 354.90 has been received in the month of March, 1988 and due to unavailability of newly introduced MICR cheques It is not paid to the administrator before 31-3-88.

1	2	3	4	5	6	
10.	After-care Fund in Connection with the Bombay State Probation and After-care Association.	President Maharashtra State Probation and After-care Association B.I.T. Block No. 33, King's Circle Matunga, Bombay-19	5-Year Post Office Time Deposit	21,000.00	21,000.00	2,484.45
11.	Imperial Indian Relief (Scholarship) Fund.	Director of Education Maharashtra State, Pune	5-Year Post Office Time Deposit.	25,200.00	25,200.00	2,981.30
12.	Savitribai Krishnarao Uplap Scholarship Fund.	—do—	5-Year P.O.T.D.	12,800.00	12,800.00	1,514.35
13.	Bombay Provinces Agricultural Show Fund.	Director of Agriculture Maharashtra State, Pune.	5-Year P.O.T.D.	4,18,000.00	4,18,000.00	50,325.40
14.	Dr. Ramachandra Shivaji Poređi Scholarship Fund	Director of Education Maharashtra State, Pune.	5-Year P.O.T.D.	11,100.00	11,100.00	1,313.20
15.	Sir Cusrow Wadia Trust Fund.	Chairman of the Governing Body of the Fund, Co Secy. to Govt. of Maharashtra, Agriculture & Co-operation Deptt. Bombay.	5-Year P.O.T.D.	12,94,200.00	12,94,200.00	1,53,111.95

7	8	9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.	
..	2,484.45	Interest remitted	2,459.61	..	10
		Fee paid to Govt.	24.84		
			2,484.45		
..	2,981.30	Interest remitted	2,951.49	..	11
		Fee paid to Govt.	29.81		
			2,981.30		
..	1,514.35	Interest remitted	1,499.21	..	12
		Fee paid to Govt.	15.14		
			1,514.35		
(o)	2,000.00	52,325.40	Interest remitted	49,822.15	.. (o) Re-payment proceeds of
			Fee paid to Govt.	503.25	7-year small savings Bonds,
			Other payments	2,000.00	re-invested in 5-year P.O.
				52,325.40	T.D.
					13
..	1,313.20	Interest remitted	1,300.07	..	14
		Fee paid to Govt.	13.13		
			1,313.20		
(P)	42.00	1,53,153.95	Interest remitted	1,51,580.83	42.00 (p) Represents opening
			Fee paid to Govt.	1,531.12	balance.
				1,53,111.95	15

1	2	3	4	5	6
				Rs.	Rs.
16. Post-War Service Reconstruction Fund (Rajasthan Share)	Secretary of the Fund C/o Maharashtra State S.S., &A. Board, Pune-1.	5-Year Post Office Time Deposit		11,100.00	11,100.00
17. War Memorial Fund for Indian Merchant Seamen, 1947.	Committee of Management of the India Sailors' Home Society Masjid Bunder Siding Road, Bombay-9.	5-Year P.O.T.D.		21,32,900.00	21,32,900.00
18. Homi Mehta Victory Thanks giving Fund (Rajasthan Share)	Secretary of the Fund C/o Maharashtra State Board, Pune-1.	5-3/4% Loan 2003 5-Year P.O.T.D.		100.00 1,200.00	1,300.00
19. L.V. Mandke Prize Fund.	Director of Education Maharashtra State, Pune.	5-Year P.O.T.D.		1,600.00	1,600.00
20. Miss Manikbai Shinde Prize Fund	Director of Education, Maharashtra State, Pune	5-Year P.O.T.D.		1,000.00	1,000.00
21. Maratha War Memorial Fund.	Hony. Secretary, Maratha War Memorial Fund, C/o The Maratha Light Infantry Regimental Centre, Belgaum.	5 % Loan, 2000(Old) 5-Year P.O.T.D.		9,100.00 3,26,200.00	3,35,300.00
					1,245.65 2,52,335.40 147.71 189.35 118.30 39,092.00

7	8	9	10	11	Case No.
Rs.	Rs.	Rs.	Rs.		
(q) 6,435.00	7,680.65	Interest remitted Fee paid to Govt. Other payments	1,233.19 12.46 6,400.00 7,645.65	35.00	(q) Represent : Re-payment proceeds of 5-year P.O.T.D for Rs. 6,400/- has been re-invested in 5-year P.O.T.D.
..	2,52,335.40	Interest remitted Fee paid to Govt.	2,49,812.05 2,523.35 2,52,335.40	..	17
(r) 4.00	151.71	Interest remitted Fee paid to Govt.	146.29 1.42 147.71	4.00	(r) Represent Opening balance
..	189.35	Interest remitted Fee paid to Govt.	187.46 1.89 189.35	..	19
..	118.30	Interest remitted Fee paid to Govt.	117.12 1.18 118.30	—	20
..	39,092.00	Interest remitted Fee paid to Govt. I.T.D. @ 10%	38,651.08 390.92 50.00 39,092.00	..	21

1	2	3	4	5	6
				Rs.	Rs.
22. Sh. M.V. Joshi Trust Fund.	Principal, Agricultural College, Pune.	5-Year P.O.T.D. 5.3/4% Loan 2002	12,800.00 500.00	13,300.00	1,543.09
23. Miss Clarke Memorial Nursing Fund.	Chairman, Bombay Branch of the National Association for Supplying Female Medical Aid and Instructions to the Women of India, C/o Shri R.N. Bhargri, S. Billimoria & Co. Chartered Accountants C/o Larsen & Tourbo Ltd. "Bakhtawar" 9th Floor, Nariman Point, Bombay-20.	5-Year P.O.T.D.	11,000.00	11,000.00	1,301.35
24. Barjorji Manekji, Sutaria Prize Fund	Director of Education, Maharashtra State, Pune.	5-Year P.O.T.D.	2,000.00	2,000.00	236.60
25. Campnell Memorial Medal Find.	Committee of Management of the Asiatic Society of Bombay Town Hall, Bombay-1.	5-Year P.O.T.D.	4,900.00	4,900.00	579.70
26. Sri Jamsetjee Jejeebhoy Parsce Benevolent Institution.	Secretary, Sir J.J.P.B. Institution, 209 Dr. D. Dadabhoy Naroji Road, Fort, Bombay.	13 State Bank Shares 4-3/4% Loan 1989 5-Year P.O.T.D. 5-1/2 Loan 1999 5-3/4% Loan 2002 6% Loan 1998 5-3/4% Loan 2003	1,300.00 500.00 18,19,150.00 10,500.00 3,400.00 11,300.00 15,200.00	18,61,350.00	2,17,770.12

7	8	9	10	11	Case No.
Rs.	Rs.	Rs.	Rs.		
..	1,543.09	Interest remitted Fee paid to Govt. I.T.D. @ 10%	1,525.67 15.42 2.00 1,543.09	..	22
..	1,301.35	Interest remitted Fee paid to Govt.	1,288.34 13.01 1,301.35	..	23
..	236.60	Interest remitted Fee paid to Govt.	234.23 2.37 236.60	..	24
..	579.70	Interest remitted Fee paid to Govt.	573.90 5.80 579.70	..	25
(a) 11,434.88	2,29,205.00	Interest remitted Fee paid to Govt. Other payments I.T.D.C. @ 10% Bank Comm.	2,12,335.50 2,147.87 11,400.00 305.00 0.75 2,26,190.12	3,014.88	(s) Re-payment proceeds of 5-year P.O.T.D. for Rs. 11,400.00/- has been received in 5-year P.O.T.D. An amount of Rs. 2980.00 has been received in the month of March, 1988 and due to unavailability of newly introduction MICR cheque, it is not paid to the administrator before 31-3-1988.

1	2	3	4	5	6	7
			Rs.	Rs.	Rs.	Rs.
27.	Bombay Branch of the National Association for Supplying Female Medical Aid and Institution to the Women of India.	Treasurer of the Bombay Branch of the National Association C/o S.B. Billimoria and Co., C.A. C/o Lorse and Toubro Ltd. "Bakhtawar", 9th floor Nariman Point, Bombay-20	5-Year P.O.T.D.	2,48,100.00	2,48,100.00	29,351.80
28.	Rustomji Jamsetjee Jeejeebhoy Gujarati School Fund.	Secretary, Sir J.J. Parsee Benevolent Institution, 209 Dr. D.N. Road, Fort, Bombay.	5-Year P.O.T.D.	72,000.00	72,000.00	8,518.05
29.	King Edward Memorial Fund Maintained by Ex-Sangli State	Director of Education, Maharashtra State, Pune	5-Year P.O.T.D.	50,300.00	50,300.00	5,950.80
30.	C.P. & Bhar King Edward Memorial Society Fund.	Secretary to the Governing Body of the King Edward Memorial Society Nagpur	5-Year P.O.T.D.	4,47,700.00	4,47,700.00	52,965.75
31.	C.P. Agriculture and Industrial Improvement Fund.	Secretary to the Governing Body of the Society of Agriculture and Industries Nagpur.	5-year P.O.T.D.	1,29,900.00	1,29,900.00	15,367.95
32.	A Gardiner Memorial Scholarship Fund	Bishop of Nagpur Cathedral House, Nagpur.	5-Year P.O.T.D.	4,200.00	4,200.00	496.85
33.	Saubhagyawati Krishnabai Bai Krishna Sule prize Fund.	Appointment of the Administrator is under consideration of Education Deptt. Madhya Pradesh.	5-Year P.O.T.D.	200.00	200.00	23.67
7	8		9	10	11	Case No.
Rs.	Rs.		Rs.	Rs.		
..	29,351.80	Interest remitted	29,058.28	..		27
		Fee paid to Govt.	293.52			
			29,351.80			
..	8,518.05	Interest remitted	8,432.87	..		28
		Fee paid to Govt.	85.18			
			8,518.05			
..	5,950.80	Interest remitted	5,891.29	..		29
		Fee paid to Govt.	59.51			
			5,950.80			
..	52,965.75	Interest remitted	52,436.09	..		30
		Fee paid to Govt.	529.66			
			52,965.75			
..	15,367.95	Interest remitted	15,214.27	..		31
		Fee paid to Govt.	153.68			
			15,367.95			
..	496.85	Interest remitted	491.88	..		32
		Fee paid to Govt.	4.97			
			496.85			
113.73	137.40	Interest remitted	..	137.16	(t) Represents : Opening	33
		Fee paid to Govt.	0.24		balance	
			0.24			

1	2	3	4	5	6	7
				Rs.	Rs.	Rs.
34. R.B. Bhanduji Janardhan Chaulal Prize Fund	Appointment of the Administrator is under consideration of Education Deptt. Madhya Pradesh.	5-Year P.O.T.D.		900.00	900.00	106.48
35. Browning Scholarship and Browning Teachers Scholarships Fund.	Collector, Nagpur	5-Year Post Time Deposit		13,800.00	13,800.00	1,632.65
36. The George Prize Fund	Conservator of Forests, North Chandrapur Circle Chandrapur.	5-Year P.O.T.D.		1,200.00	1,200.00	141.95

TAMILNADU

1. Victoria Jubilee Scholarship Endowment Fund at Mangalore.	A Committee consisting of (1) Distt. Judge, South Kanara (2) President, District, Board, S. Kanara (3) The Chairman, Mangalore, Municipal Council, and (4) District Educational Officer, South Kanara with the District Judge, South Kanara as President.	5-Year P.O.T.D.	35,400.00	35,400.00	4,188.05
2. Jonnagadla Rangiah Chetty Collegiate Scholarship Endowment Fund at Madras	The Director of Collegiate Education Madras.	5-Year P.O.T.D.	45,400.00		
		6½% T.N. Loan 1992	3,200.00		
		6-1/2% Tamil Nadu Loan 1989	400.00		
		5½% Loan 20001	2,700.00		
		7-1/2% Govt. of India Loan 2010	9,200.00	60,900.00	6,038.79

7	8	9	10	11	Case	No.
Rs.	Rs.		Rs.	Rs.		
(u) 520.84	627.32	Interest remitted Fee paid to Govt.	.. 1.06 1.06	626.26	(u) Represents balance.	Opening 34
..	1,632.65	Interest remitted Fee paid to Govt.	1,616.33 16.32 1,632.65	..		35
(v) 1,223.05	1,365.00	Interest remitted Fee paid to Govt.	.. 1.42 1.42	1,363.58	(v) Represents balance	Opening 36
1,504.43	5,692.48	Interest remitted Fee paid to Govt.	1,200.00 41.88 1,241.88	4,450.60	(w) Represents balance	Opening 1
7,940.97	13,979.76	Interest remitted Fee paid to Govt.	.. 60.38 60.38	13,919.38	(x) Represents balance. I.T. Deducted a source Rs. 54.50	Opening 2

1	2	3	4	5	6	7
3. Grigg Memorial Endowment Fund at Madras.	The Director of School Education Madras & the Collector of Madras	5-Year P.O.T.D. 7 1/2% Govt. of India Loan 2010	f12,600.00 2,600.00		15,200.00	1,578.15
4. J.M. Bourne Memorial Endowment Fund at Madras	The Chief Engineer of the Southern Railway, Madras	5-Year P.O.T.D. 7 1/2% Govt. of India Loan 2010	1,600.00 1,200.00		2,800.00	217.15

MADHYA PRADESH

1. Nawab Sultan Jahan Begum Education Endowment Bhopal.	Board of Governors consisting of the following: (1) His Highness Sikan-der Saulat Iftikharul Mulk Nawab Mohammad Hamidul- lah Khan. (2) Shri Mahabir Prasad Verma formerly Judge of the Bhopal High Court. (3) Shri Mohammed Ahmed Ansori formerly Judge of Bhopal High Court. (4) Colonen, Vamecnul Mulk Nawabzada Rashiduz- Zafar Khan Bahadur, and (5) Mulamid-ul Insha Ali Qadar Shri Syed Masuq Ali Secretary Sarf-e- Khas of his Highness the Nawab of Bhopal.	3% Conversion Loan 1946. 3,820 unit in the Unit Trust of India	9,24,400.00 3,82,000.00		13,06,400.00	44,312.00
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	7	8	9	10	11	Case No.
(y)	4,762.61	6,340.76	Interest remitted Fee paid to Govt. 15.77 15.77	6,324.99	(y) Represents Opening balance I.T. Deducted at source Rs. 10.00.	3
(z)	1,987.23	2,204.38	Interest remitted Fee paid to Govt. Other payments 1,377.17	827.21	(z) Represents 787.23 Opening balance 1,200.00 Other Cash receipts 1,987.23 I.T. Deducted at source Rs. 4.50	4
(aa)	9,24,489.18	9,68,801.18	Interest remitted Fee paid to Govt. 43,758.10 43,758.10	9,25,043.03	(aa) Represents Opening balance of Rs. 89.18 towards unspent balance of 4% M.P. Loan 1971 and the repayment proceeds of 3% Conv. Loan 1946 of Rs. 9,24,4000.00 and the Govt. Fee of Rs. 553.90 recovered has not been deposited in the Govt. account. the interest shown (under column 6) is exclusive of Income tax and Surcharge deducted at source.	1

1	2	3	4	5	6
2. Ram Chandra Thakur Prize Fund	Secretary Board of Secondary Education, M.P., Bhopal.	3% Conversion Loan 1946	500.00	500.00	..
3. Hariding Medal Fund	Director of Public Instructions, M.P., Bhopal.	3% Conversion Loan 1946	2,100.00	2,100.00	..
4. Mithwanji Spence Silver Medal Fund.	District Education Officer, Bilaspur	8½% M.P. S.D. Loan 2000	500.00	500.00	38.80
5. Pandit Prem Shanker Ganga Shanker Thaker Scholarship Fund.	Chief Executive officer, Janapada Sabha, Damoh.	3% Conversion Loan 1946	7,100.00	7,100.00	..
6. Rewa Shankar Panday High School Scholarship Fund	Divisional Superintendent of Education, Jabalpur	3% Conversion Loan 1946.	5,000.00	5,000.00	..
7. Laxmibai Scholarship Fund.	District Educational Officer, Jabalpur.	3% Conversion Loan 1946	2,600.00	2,600.00	..

7	8	9	10	11	Case No
(bb)	500.00	500.00	Interest remitted Fee paid to Govt.	500.00 (bb) Represents the repayments proceeds of 3% Conv. loan 1946.	2
(cc)	2,100.00	2,100.00	Interest remitted Fee paid to Govt.	2,100.00 (cc) Represents the repayment proceeds of 3% Conv. loan 1946	3
(dd)	95.72	134.52	Interest remitted Fee paid to Govt.	96.16 (dd) Represents opening balance towards unspent balance of 4% M.P. Loan 1971 and the Govt. Fee of Rs. 0.44 recovered has not been deposited in Govt. Account. The interest shown (under column 6) exclusive of income-tax and Surcharge deducted at source.	4
(ee)	7100.00	7,100.00	Interest remitted Fee paid to Govt.	7,100.00 (ee) Represents the repayment proceeds of 3% Conv. loan 1946.	5
(ff)	5,000.00	5,000.00	Interest remitted Fee paid to Govt.	5,000.00 (ff) Represents the repayment proceeds of 3% conv. loan 1946.	6
(gg)	2,600.00	2,600.00	Interest remitted Fee paid to Govt.	2,600.00 (gg) Represent the repayment proceeds of 3% Conv. loan 1946.	7

1	2	3	4	5	6
8. Woodburn Scholarship Fund	Principal, Rajkumar College, Raipur.	8-3/4% M.P.S.D. Loan 2000 3% Conversion Loan 1946	2,400 00 8,300.00	10,700 00	189.00
BIHAR					
1. The Wood house Memorial Fund	The Collector, Bhagalpur	5-Year Post Office Time Deposit	1,100.00	1,100 00	...
2. The Raja Raghunandan Prasad Trust Fund.	The Honorary Treasurer, Bihar DPCA Sadqat Ashram, Patna.	3% Conversion Loan 1946	1,600.00	1,600.00	..
3. The Sir Fakhruddin Memorial Gold Medal Fund Bihar, Patna.	The Director of Education, Secondary Education, Bihar, Patna.	3% Conversion Loan 1946	1,100 00	1,100.00	..
UTTAR PRADESH					
Aligarh					
1. Tassadduqu Rasul Arabic Scholarship Endowment Trust.	Treasurer, Muslim University, Aligarh.	10% T.D.R.	20,200 00	20,200 00	1,010.00
2. Sir Syed Ahmed Memorial Trust Fund.	Registrar, Muslim University, Aligarh.	-do-	1,16,000.00	1,16,000.00	5,800.00
3. Sir William Marris Scholarship Endowment Trust	Vice-Chancellor, Muslim University, Aligarh	-do-	6,400.00	6,400.00	320.00
7	8	9	10	11	Case No.
(hh)	8,344.63	8,533.63	Interest remitted Fee paid to Govt.	186.90 .. <u>186.90</u>	8,346.73 (hh) Represent opening balance towards unspent balance of 4 M.P. o Loan of Rs. 44.63 and represent the repayment proceeds of 3% conv. loan 1946 of Rs. 8,300.00 and the Govt. Fee of Rs. 2.10 recovered has not been deposited in Govt. account. The interest shown (under column 6) is exclusive of income-tax deducted at Source.
..	..	..	..	..	1 (Bihar)
..	..	..	..	..	1
..	..	..	..	..	2
..	..	..	..	..	3
..	1,010 00	Interest remitted Fee paid to Govt.	999.90 10.10 <u>1,010.00</u>	..	U.P. 1
..	5,800.00	Interest remitted Fee paid to Govt.	5,742.00 58.00 <u>5,800.00</u>	..	2
..	320.00	Interest remitted Fee paid to Govt.	316.80 3.20 <u>320.00</u>	..	

1	2	3	4	5	6
Allahabad					
4.	Rewa Scholarship Endowment Trust.	Principal, Government Inter College, Allahabad.	10% T.D.R.	4,100.00	4,100.00 205.00
5.	Panna Scholarship Endowment Trust.	Director of Education U.P., Allahabad	-do-	5,200.0	5,200.00 260.00
6.	Vizianagram Scholarship Endowment Trust.	Principal, Govt. Inter-College, Allahabad.	-do-	14,800.00	14,800.00 740.00
7.	Vizianagram Scholarship Endowment Trust.	Register, Allahabad University, Allahabad.	-do-	26,000.00	26,000.00 1,300.00
VARANASI					
8.	Sadhola Scholarship Endowment Trust.	Up-Kulpati, Varanaseya Sanskrit Vishwavidyalaya Varanasi.	-do-	45,000.00	45,000.00 2,250.00
9.	Kathiawad Sanskrit Scholarship Endowment Trust.	-do-	-do-	9,100.00	9,100.00 455.00
10.	Rewa Scholarship Endowment Trust.	Principal, Government Higher Secondary School, Varanasi.	-do-	5,800.00	5,800.00 290.00
11.	Nagri Pracharini Sabha Endowment Trust.	Secretary, Nagri Pracharini Sabha, Varanasi.	-do-	1,63,100.00	1,63,100.00 8,155.00

7	8	9	10	Case No.
..	250.00	Interest remitted Fee paid to Govt.	202.95 2.05 205.00	4
..	260.00	Interest remitted. Fee paid to Govt.	257.40 2.60 260.00	5
..	740.00	Interest remitted Fee paid to Govt.	732.60 7.04 740.00	6
..	1,300.00	Interest remitted Fee paid to Govt.	1,287.00 13.00 1,300.00	7
..	2,250.00	Interest remitted Fee paid to Govt.	2,227.50 22.50 2,250.00	8
..	455.00	Interest remitted Fee paid to Govt.	450.00 4.55 455.00	9
..	290.00	Interest remitted Fee paid to Govt.	287.10 2.90 290.00	10
..	8,155.00	Interest remitted Fee paid to Govt.	8,073.45 81.55 8,155.00	11

1	2	3	4	5	6
12.	Maharaj Kumar Sri Sudhansu Sekar Singh Deo their apparent of Sonapur Estate Orissa Medal Endowment Trust.	Vice-Chancellor, Varanasi Hindu University, Varanasi.	10% T.D.R.	1,500 00	1,500 00 75.00
13.	Rani Bhuwan Raj Lakshmi Devi of Basji Endowment Trust.	Registrar, Banara Hindu University, Varanasi.	-do-	7,300 00	7,300.00 365.00
	Pauri Garhwal				
14.	Garhwal Kshatriya Education Trust Fund	Secretary, Garhwal Kshatriya Education Trust Fund, Pauri Garhwal.	-do-	51,800.00	51,800.00 2,590 00
	Lucknow				
15.	Nagar Education Endowment Trust, Upper India, Lucknow.	Secretary, Nagar Education Endowment Trust, Lucknow.	-do- 5-Year Post Office Time Deposit	16,500 00 19,400. 00	36,000 00 2,920.45
16.	Captain Kr. In ferjit Singh, M.C.I.M.S Memorial Research Endowment Fund.	Principal, Medical College, Lucknow.	10% T.D.R.	1,05,600 00	1,05,600 00 5,330.00
	Mirzopur				
17.	Gairaundi Kayashita Pathshala Endowment Trust.	A Committee of Management consisting of the Collector, as Ex-Officio Chairman and Executors of the Estate of the Munshi Bindeshwari Prasad, Plaeder.	-do- 5-Year Post Office Time Deposit.	1,600 00 7,550.00	9,150. 00 893.55

7	8	9	10	11	Case No
..	75.00	Interest remitted Fee paid to Govt.	74.25 0.75	..	12
			75.00		
..	365.00	Interest remitted. Fee paid to Govt.	361.35 3.65	..	13
			365.00		
..	2,590.00	Interest remitted Fee paid to Govt.	2,564.10 25.90	..	14
			2,590.00		
..	2,920.45	Interest remitted Fee paid to Govt.	2,891.25 29.20	..	15
			2,920.45		
..	5,330.00	Interest remitted Fee paid to Govt.	5,276.70 53.30	..	16
			5,330.00		
..	893.55	Interest remitted Fees paid to Govt.	884.60 8.95	..	17
			893.55		

1	2	3	4	5	6
Pondicherry					
1. Dr. M.K. Ramanathan, Memorial Prize Fund.		Principal, Jawaharlal Institute of Post-Graduate Medical Education and Research, Pondicherry.	5-Year Post Office Time Deposit.	1,000.00	1,000.00 236.60
2. Smt. Suseela Selvaradjaloue, Chettiar Memorial Prize Fund.		-do-	5-Year Post Office Time Deposit.	1,000.00	1,000.00 236.60
3. Shri N. Selvaradjaloue, Chettiar Memorial Prize Fund.		-do-	5-Year Post Office Time Deposit.	1,000.00	1,000.00 236.60
7	8	9	10	11	Case No.
..	709.80	Interest remitted	702.80	..	1
..		Fee paid to Govt.	7.00	..	2
..			709.80	..	3

Punjab

Pending appointment of Securities relating to Central Charitable Endowment between India and Pakistan the list of securities could not be prepared.

Certified that the balance exhibited in Part II of the above Statement agree with the detailed records of the respective Endowment maintained by the Treasurer of Charitable Endowments of India.

[No. F-1/1/88-TEC]

A. S. RAY,

Treasurer (Charitable Endowment for India)

वार्णिष्य मंत्रालय

मुख्य निर्यात आयात निर्यात का कार्यालय

आदेश

नई दिल्ली, 22 जून, 1989

क्र.आ. 1772.—मैसर्स मरफी इंडिया लिमिटेड, गांधीनगर (गुजरात) को जी.सी.ए. के अधीन संलग्न सूची के अनुसार संघटकों के आयात के लिए 59,48,750 रुपये (उनसठ लाख अड़तालीस हजार सात सौ पचास रुपये मात्र) का एक आयात लाइसेंस सं. पी/डी/2275760, दिनांक 7-11-88 प्रदान किया था।

फर्म ने उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि प्रतियां तथा मदों की दो सूची जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति तथा माल की सूची (दो) खो गयी या गम हो गई है। आगे यह उल्लेख किया है कि लाइसेंस की सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति तथा माल की सूची (दो) किसी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं थी, इसलिए सीमा शुल्क प्रयोजन प्रति के मूल्य का बिल्कुल भी उपयोग नहीं किया गया है।

3. अपने तर्कों के समर्थन में लाइसेंसधारी ने नोटरी पब्लिक, भारत संघ के समक्ष शपथ लेकर एक शपथ पत्र दाखिल किया है। तदनुसार, मैं मनुष्य हूं कि आयात लाइसेंस सं. पी/डी/2275760, दिनांक 7-11-88 की मूल सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति तथा माल की सूची (दो) फर्म से खो गयी या गम हो गई है। यथासंशोधित आयात (निर्यात) आदेश, 1955, दिनांक 7-12-1955 की उपधारा 9(ग) द्वारा प्रवृत्त प्राधिकारों का प्रयोग करते हुए मैसर्स मरफी इंडिया लिमिटेड, गांधीनगर

(गुजरात) को जारी की गई उक्त मूल सीमाशुल्क प्रयोजन प्रति संख्या पी/डी/2275760, दिनांक 7-11-88 तथा माल की सूची (दो) को एतद्वारा रद्द किया जाता है।

3. उक्त लाइसेंस की सीमाशुल्क प्रयोजन/मुद्रा विनिमय नियंत्रण प्रति तथा माल की सूची (दो) की अनुलिपि प्रति फर्म को प्रलग से जारी की जा रही है।

[सं. सजी/एन एम-5/380/डी जी टी डी/ए एम 89/एम.एल.एस./205]

अनोख सिंह कौल, उप मुख्य निर्यातक,
आयात-निर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Import and Exports)

ORDER

New Delhi, the 22nd June, 1989

S.O. 1772.—M/s. Murphy India Ltd. Gandhinagar (Gujarat) were granted an import licence No. P/D/2275760 dated 7-11-88 for Rs. 59,48,750 (Rupees fifty nine lakhs forty eight thousand seven hundred and fifty only) for import of components as per list of goods attached under G.C.A.

The firm has applied for issue of Duplicate copy of Customs purposes Ex. control copy and list of goods in duplicate of the above-mentioned licence on the ground that the original Customs purposes Ex. Control copy of the licence and list of goods in duplicate has been lost or misplaced. It has further been stated that the Customs purpose Ex. Control copy of the licence and list of goods in duplicate was not registered with any Customs Authority and as such the value of Customs purpose copy has not been utilised at all.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Union of India. I am accordingly satisfied that the original Customs purposes/Ex. Control copy of import licence No. P/D/2275760 dated 7-11-88 and list of goods in duplicate has been lost or misplaced by the firm. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs purposes/Ex. control copy No. P/D/2275760 dated 7-11-88 an list of goods in duplicate issued to M/s. Murphy India Ltd. Gandhinagar (Gujarat) is hereby cancelled.

3. A duplicate Customs purposes copy and list of goods in duplicate of the said licence is being issued to the party separately.

[No. Suppl/NS-380/DGTD/AM 89/SLS/205]
ANOKH SINGH KAUL, Dy. Chief Controller of
Imports & Exports

नई दिल्ली, 30 जून, 1989

आदेश

का.प्रा. 1773.—श्री वीरेश कुमार माथुर 2 क्रेसेन्ट कोर्ट, 8 चेंसेंट रोड, बंगलूर-560001 को आयात निर्यात नीति, खण्ड -1 (1988-91 के अध्याय-9 पैरा 125 के अन्तर्गत एक माजदा 626 जी एम एक्स 1984 माडल कार, प्लेट नं. 1466497, चैसिस नं. 507803 का आयात करने हेतु 44,000 रुपये (चालिस हजार रुपए मात्र) का एक सीमा-शुल्क निकासी परमिट संख्या पी/जे/3078007, दिनांक 4-11-1988 स्वीकृत किया गया था। यह कहा गया है कि मूल सी.सी.पी. सीमाशुल्क प्राधिकारी इंग्लैण्ड कन्टेनर डिपो बंगलूर के यहाँ पंजीकृत होने उपरान्त खो गया है और इस प्रकार से सी.सी.पी. का प्रयोग बिल्कुल भी नहीं हुआ है। इसलिए उन्होंने सी.सी.पी. की दूसरी प्रति जारी करने के लिए अनुरोध किया है।

2. अपने तर्कों के समर्थन में लाइसेंसधारक ने उपयुक्त न्यायिक प्राधिकारी के समक्ष विद्यमान गपथ लेकर एक हलफनामा प्रस्तुत किया है। तदनुसार, मैं संतुष्ट हूँ कि 4-11-88 का मूल सी.सी.पी. सं. पी/जे/3078007 आवश्यक से खो गया है। समय-समय पर यथासंशोधित 7-12-1955 के आयात (निर्यात) आदेश, 1955 के उपखंड 9(ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री वीरेश कुमार माथुर को जारी किए गए 4-11-1988 के मूल सी.सी.पी. सं. पी/जे/3078007 को एतद्वारा रद्द किया जाता है।

3 सीमाशुल्क निकासी परमिट की दूसरी प्रति पार्टी को अलग से जारी की जा रही है।

[फा.सं. ए/एम 22/88 89/बी/एल एम/823]

माया डी. केम, उप मुख्य नियंत्रक, आयात निर्यात,

हले मुख्य नियंत्रक, आयात निर्यात

New Delhi, the 30th June, 1989

ORDER

S.O. 1773.—Mr. Viresh Kumar Mathur 2 Crescent Court, 8 Crescent Road, Bangalore-560001, was granted a Customs Clearance Permit bearing No. P/J/3078007 dated 4-11-88 for Rs. 44,000 (Rupees Forty four thousand only) for import of one Mazda 626 GLX 1984 Model Car, plate No. 1466497, Chassis No. 507803 under Chapter IX Para 125 of Import & Export policy. Vol. I (1988-91). It has been stated that the original CCP was lost after having been registered with Customs authority, Inland container Depot, Bangalore and as such the CCP has not been utilised at all. He has therefore, requested for issue of a duplicate CCP.

2. In support of his contention, the licensee has filed an affidavit duly sworn before appropriate judicial authority. I am accordingly satisfied that the original CCP No. P/J/3078007 dt. 4-11-88 has been lost by the applicant. In exer-

cise of the powers conferred under Sub-Clause 9(cc) of the Import (Control) Order, 1955, dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/3078007 dt. 4-11-1988 issued to Mr. Viresh Kumar Mathur is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F. No. A/M-22/88-89/BLS/823]

MAYA D. KEM, Dy. Chief Controller of Imports & Export

for Chief Controller of Imports & Exports

उद्योग मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 20 जून, 1989

का.प्रा. 1774.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा गैब्रियल इण्डिया लिमिटेड जिसका पंजीकृत कार्यालय 914, मेकर चैम्बर-5, नारिमन प्वाइंट, बम्बई-400021 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है, जिन पर उक्त अधिनियम के भाग 'क' अध्याय-III के उपबन्ध अब लागू नहीं होने हैं (पंजीकरण संख्या 844/72)

[सं. 16/9/89-एम-3]

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 20th June, 1989

S.O. 1774.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Gabrial India Ltd. 914, Maker Chamber V, Nariman Point, Bombay-400021 the said undertaking being undertaking to which the provisions of part A Chapter III of the said Act no longer apply. (Registration No. 844/72).

[No. 16/9/89-M.III]

का.प्रा. 1775.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा गोवा कार्बन लिमिटेड जिसका पंजीकृत कार्यालय डेम्पो हाउस, कम्पाल, पन्नाजी गोवा-403001 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है, जिन पर उक्त अधिनियम के भाग "क" अध्याय-III के उपबन्ध अब लागू नहीं होने हैं। (पंजीकरण संख्या 1162/75)

[सं. 16/9/89-एम-3]

एल. सी. गोयल, उप सचिव

S.O. 1775.—In pursuance of Sub-section (3) of Act 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Goa Carbon Ltd., having its registered Office at Dempo House, Campal, Panaji Goa-403001 the said undertaking being undertaking to which the provisions of part A Chapter III of the said Act no longer apply. (Registration No. 1162/75).

[No. 16/9/89-M.III]

L. C. GOYAL, Dy. Secy.

(औद्योगिक विकास विभाग)

नई दिल्ली, 3 जुलाई, 1989

का.प्रा. 1776.—केन्द्रीय सरकार, पेटेंट अधिनियम, 1970 (1970 का 39) की धारा 152 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पूर्व उद्योग और नागरिक पूर्ति मंत्रालय (औद्योगिक विकास विभाग) की अधिसूचना का.प्रा.सं. 2819, तारीख 29 जुलाई, 1975 में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में,—

(क) मद 3 के सामने "बिहार" शीर्षक के नीचे "जमशेदपुर-निदेशक, राष्ट्रीय धातुकर्म प्रयोगशाला, जमशेदपुर, बिहार" शब्दों का लोप किया जाएगा।

(ख) मद 4 के सामने "दिल्ली" शीर्षक के नीचे "दिल्ली-निदेशक, श्री राम औद्योगिक अनुसंधान संस्थान, 19, विण्णविद्यालय मार्ग, सिविल लाइन्स दिल्ली-110088" शब्दों और अंकों का लोप किया जाएगा।

(ग) मद 15 के सामने "उत्तर प्रदेश" शीर्षक के नीचे—

(1) "इलाहाबाद" उपशीर्षक के नीचे "इलाहाबाद-अवैतनिक सचिव, इस्टीमेशन आफ़ जोनियम (इंजिया) सब सेक्टर, तेलियारांग, लाहाबाद" शब्दों और कोष्ठकों का लोप किया जाएगा;

(2) "लखनऊ" उपशीर्षक के नीचे "लखनऊ-ज्येष्ठ पुस्तकालयाध्यक्ष, महाविदेशक, अनुसंधान, विज्ञान और मानक संगठन, रेल मंत्रालय, घासमबाग, लखनऊ-5" शब्दों और अंकों का लोप किया जाएगा।

[का.सं. 15/20/87-पी.पी.ओर.सी.]

जयश्री बाल, उप सचिव

पाठ दिव्यण:—

का.प्रा.सं. 2819 दिनांक 29-7-75 भारत के राजपत्र 30-08-75
भाग 2 खंड 3 (2)
में प्रकाशित

(मिशन सं. 18(22)/74/पी.पी.सी.) " " —
दिनांक 29-11-75

का.प्रा.सं. 3910 दिनांक 30-9-75 " " 30-10-76

(मिशन सं. 19(10)/77-पी.पी.सी.) " " —
दिनांक 17-5-77

का.प्रा.सं. 2201 दिनांक 29-5-70 " " 2-07-77

का.प्रा.सं. 3079 दिनांक 9-9-77 " " 8-10-88

का.प्रा.सं. 613 दिनांक 26-12-77 " " 14-01-78

का.प्रा.सं. 998 दिनांक 27-03-78 " " 8-04-78

का.प्रा.सं. 2927 दिनांक 25-09-78 " " 7-10-78

का.प्रा.सं. 104 दिनांक 27-12-79 " " 12-01-80

का.प्रा.सं. 3705 दिनांक 6-10-79 " " 11-11-79

का.प्रा.सं. 4180 दिनांक 10-11-82 " " 18-12-82

का.प्रा.सं. 4179 दिनांक 10-11-82 " " 18-12-82

(Department of Industrial Development)

New Delhi, the 3rd, July, 1989

S.O. 1776.—In exercise of the powers conferred by section 152 of the Patents Act, 1970 (39 of 1970), the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Industry and Civil Supplies (Department of Industrial Development), S.O. No. 2819, dated the 29th July, 1975 namely:—

1999 GI/89—10

In the said notification—

(a) Against item 3, under the heading "BIHAR" the words "Jamshedpur—The Director, National Metallurgical Laboratory, Jamshedpur, Bihar" shall be omitted.

(b) Against item 4, under the heading "DELHI", the words and letters "Delhi—The Director, Shri Ram Institute for Industrial Research, 19, University Road Civil Lines, Delhi-110088" shall be omitted.

(c) Against item 15, under the heading "UTTAR PRADESH",—

(i) Under the sub-heading "ALLAHABAD", the words and brackets "do-The Honorary Secretary, Institution of Engineers India) Sub-Centre, Teliaaraanj, Allahabad", shall be omitted.

shall be omitted;

(ii) Under the sub-heading "LUCKNOW", the words and figures "do-The Senior Librarian of the Director General, Research Designs and Standard Organisation Ministry of Railways, Alambagh, Lucknow-5", shall be omitted.

[F. No. 15(20)/87-PP&C]

JAYASHREE WATAL, Dy. Secy.

Foot Note :	Published in
S.O. No. 2819 dated 29-7-1975	the Gazette of
(File No. 18(22)/74-P & C dated 29-11-1975	India, Part II dated 30-08-75
S.O. No. 3910 dated 30-9-1976	Section 3(ii)
(F. No. 19(10)/77-PP & C dated 17-5-1977	"
S.O. No. 2201 dated 29-05-1977	" Dated 30-10-97
S.O. No. 3079 dated 9-09-1977	" Dated 2-07-77
S.O. No. 613 dated 26-12-1977	" Dated 8-10-77
S.O. No. 998 dated 27-03-1978	" Dated 14-1-78
S.O. No. 2927 dated 25-09-1978	" Dated 8-04-78
S.O. No. 104 dated 27-12-1979	" Dated 7-10-78
S.O. No. 3705 dated 6-10-1979	" Dated 12-01-80
S.O. No. 4180 dated 10-11-1982	" Dated 11-11-79
S.O. No. 4179 dated 10-11-82	" Dated 18-12-82
	" Dated 18-12-82

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 21 जून, 1989

का.प्रा. 1777.—यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.प्रा.सं. 1648 तारीख 9-5-88 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से मंगल अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सभ्य प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से मंगल अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 21st June, 1989

प्रश्न, प्रतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के लिए एतद्वारा अर्जित किया जाया है।

और प्रामे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी माघाओं से मुक्त रूप से, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

नोर्थकडी सी.टी.एफ. से सरखेज तक पाइपलाइन बिछाने के लिये

राज्य : गुजरात	जिला : मेहसाणा	तालुका : कडी
गांव	सर्वे. नं.	हेक्टेयर आर. सेंटीयर
चलासन	63	0 14 70
	62/पी	0 19 10
	21/पी	0 07 00
	61	0 15 20
	53	0 44 70
	52/1	0 09 20
	44	0 22 80
		0 00 80

[सं. ओ.-11027/94/88/ओएनजीसी-III]
के. विवेकानन्द, डेस्क अधिकारी

S.O. 1777.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 1643 dated 9-5-88 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

North Kadi CTF to Sarkhej Pipeline

State : Gujarat

District : Mehsana

Taluka : Kadi

Village	Survey No.	Hectare	Are	Centiare
Chalasan	63	0	14	70
	62/P	0	19	10
	21/P	0	07	00
	61	0	15	20
	53	0	44	70
	52/1	0	09	20
	44	0	22	80
	Cart track	0	00	80

[No. O-11027/94/88/ONG-D-III]

K. VIVEK ANAND, Desk Officer

नई दिल्ली, 13 जुलाई, 1989

का.आ. 1778.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा (2) के खण्ड (क) के अनुसरण में और भारत सरकार पेट्रोलियम मंत्रालय की दिनांक 10 जनवरी, 1980 की अधिसूचना

का.आ. 187 तथा दिनांक 28 मार्च, 1981 की अधिसूचना संख्या का.आ. 1230 का.आ. 1273 दिनांक 4 अप्रैल, 1984 का अति-क्रमण करते हुए केन्द्रीय सरकार एतद्वारा नीचे दी गई अनुसूची के कालम (1) में दिये गये प्राधिकारी को कथित अधिनियम के अधीन अनुसूची का कालम (2) में प्रविष्टि के अनुरूप लिखित क्षेत्रों के शर्त-सक्षम प्राधिकारी के कार्य करने के लिए प्राधिकृत करती है।

अनुसूची

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 5 अप्रैल, 1989

प्रार्थिकारी और पता	क्षेत्राधिकार
1	2
श्री ए. बी. कंसल, नॉर्थ पाइपलाइन इंजीनियर द्वारा इंडियन आयल कॉरपोरेशन लिमिटेड (रिफाइनरीज तथा प.इ.प.इ.न. प्रभाग) मथुरा-जालंधर उत्पाद पाइपलाइन, दिल्ली टर्मिनल कॉम्प्लेक्स, नजफगढ़ रोड, बिजवासन, नई दिल्ली-110061	उत्तर प्रदेश, हृदियाणा, पंजाब राज्य और संघ शासित क्षेत्र दिल्ली

[मिनिम सं. O-25023/72/86-ओआर आई]
पं. गोपाला कृष्णन, अवर सचिव

New Delhi, the 13th July, 1989

S.O. 1778.—In pursuance of clause (a) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), and in pursuance of the notification of the Government of India in the Ministry of Petroleum S.O. No. 187 dated the 10th January, 1980 and S.O. No. 1230 dated the 28th March, 1981 and S.O. No. 1273 dated 4th April, 1984 the Central Government hereby authorises the authority mentioned in Column one the schedule below to perform the functions of the Competent Authority under the said Act within the area mentioned in the corresponding entry in column 2 of the said schedule.

SCHEDULE

Authority and Address	Areas
Shri A.B. Kansal, Sr. Pipeline Engineer C/O Indian Oil Corporation Limited, (Refineries and Pipelines Division) Mathura Jalandhar Product Pipeline, Delhi Terminal Station Complex, Najafgarh Road, Bijwasan, New Delhi-110 061.	State of U.P. Haryana, Panjab and Union Territory of Delhi.

[F. No. O-25023/72/87-ORI]
P. GOPALAKRISHNAN, Under Secy.

नई दिल्ली, 3 जुलाई, 1989

का. प्र. 1780—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) को अधिसूचना सं. का. प्र. 2759 जो भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 10 अक्टूबर, 1987 में प्रकाशित हुई थी, द्वारा इससे उपाखंड अनुसूची में विनिर्दिष्ट परिक्षेत्र में 2915.28 हेक्टर (लगभग) या 7203.94 एकड़ (लगभग) माप वाली भूमि में कोयला का पूर्वक्षण करने के अर्जन आणव की सूचना की थी ;

और उक्त भूमि की बाबत उक्त अधिनियम की धारा 7 की उपधारा (1) के अधीन कोई सूचना नहीं दी गई है ;

अतः अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 10 अक्टूबर, 1989 से प्रारंभ होने वाली एक वर्ष की ओर अवधि की ऐसी अवधि के रूप में विनिर्दिष्ट करती है जिसके भीतर केन्द्रीय सरकार उक्त भूमि या ऐसी भूमि से संबंधित कोई अधिकार अर्जित करने के आणव की सूचना दे सके।

का. प्र. 1779—केन्द्रीय सरकार, राजभाषा (संघ के आसकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में ऊर्जा मंत्रालय (कोयला विभाग) के प्रशासनिक नियंत्रणाधीन केन्द्रीय खान आयोजन एवं डिजाइन संस्थान लि. के निम्न-लिखित कार्यालयों को, जिनके कर्मचारीभून्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. क्षेत्रीय संस्थान-2, धनबाद
2. क्षेत्रीय संस्थान-3, रांची
3. क्षेत्रीय संस्थान-4, नागपुर
4. क्षेत्रीय संस्थान-5, बिलासपुर
5. क्षेत्रीय संस्थान-6, सिंगरीजी

[का. सं. ई-11016/10/89-हिन्दी]

विजय शंकर दुबे, संयुक्त सचिव

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 5th April, 1989

S.O. 1779.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of Central Mine Planning and Design Institute Ltd., under the Administrative control of the Ministry of Energy (Department of Coal), the staff whereof have acquired working knowledge of Hindi :

1. Regional Institute—2, Dhanbad.
2. Regional Institute—3, Ranchi.
3. Regional Institute—4, Nagpur.
4. Regional Institute—5, Bilaspur.
5. Regional Institute—6, Singrauli.

[F. No. E-11016/10/89-Hindi]

V. S. DUBEY, Jt. Secy.

अनुसूची
बारंज ब्लॉक
वर्णिकृत
जिला चम्पूर (महाराष्ट्र)

क्र. सं.	ग्राम का नाम	पटवारी सर्फिल संख्यांक	तहसील	जिला	क्षेत्र (हेक्टरों में)	टिप्पणियां
1	2	3	4	5	6	7
1.	चक बारंज	25	भद्रावती	चम्पूर	484.11	पूर्ण
2.	बारंज मोकासा	6	भद्रावती	चम्पूर	671.55	पूर्ण
3.	कवोली	6	भद्रावती	चम्पूर	163.62	भाग
4.	सोमनाला रिड	6	भद्रावती	चम्पूर	210.62	भाग
5.	किलोली	6	भद्रावती	चम्पूर	205.81	पूर्ण
6.	हुरदाला	7	भद्रावती	चम्पूर	313.46	पूर्ण
7.	जैना म्युली	8	भद्रावती	चम्पूर	135.00	भाग
8.	बेलोरा मटटे	7	भद्रावती	चम्पूर	391.15	पूर्ण
9.	तकली	7	भद्रावती	चम्पूर	289.00	पूर्ण
10.	गोवारदीप	8	भद्रावती	चम्पूर	43.96	पूर्ण
11.	पनवडाला	7	भद्रावती	चम्पूर	27.00	भाग
कुल क्षेत्र 2915.28 हेक्टर (लगभग)						
या 7203.94 एकड़ (लगभग)						

सीमा वर्णन :

- क-ख रेखा बिन्दु "क" से प्रारंभ होती है और ग्राम हुरदाल कवोली, बारंज मोकासा, ग्रामों की बाहरी सीमा के साथ साथ जाता है और बिन्दु "ख" पर मिलती है।
- ख-ग-घ-ङ रेखा चक बारंज और मोकासा ग्रामों की बाहरी सीमा के साथ साथ जाती है और बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा सोमनाला रिड और जैना म्युली ग्रामों से होकर जाती है और बिन्दु "च" पर मिलती है।
- च-छ रेखा गोवारदीप ग्राम की बाहरी सीमा के साथ साथ जाती है और फिर पनवडाला ग्राम से होकर जाती है और बिन्दु "छ" पर मिलती है।
- छ-क रेखा पनवडाला से होकर जाती है और फिर तकली और हुरदाला ग्रामों की बाहरी सीमा के साथ साथ जाती है और प्रारंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/12/87 सी.ए./एस.एस.डब्ल्यू]

New Delhi, the 3rd July, 1989

hectares (approximately) or 7203.94 acres (approximately) in the locality specified in the schedule appended thereto;

S.O. 1780.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal number S.O. 2759 dated the 14th September, 1987, under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part-II, Section 3, Sub-section (ii) of the Gazette of India dated the 10th October, 1987, the Central Government gave notice of its intention to prospect for coal in lands measuring 2915.28

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given.

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 10th October, 1989 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

THE SCHEDULE
BARANJ BLOCK
WANI AREA
DISTRICT CHANDRAPUR (MAHARASHTRA)

Sl. No.	Names of the Village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Chak Baranj	25	Bhadravati	Chandrapur	464.11	Full
2.	Baranj Mokasa	6	Bhadravati	Chandrapur	671.55	Full
3.	Kadholi	6	Bhadravati	Chandrapur	163.62	Part
4.	Somnala Rith	6	Bhadravati	Chandrapur	210.62	Part
5.	Kiloni	6	Bhadravati	Chandrapur	205.81	Full
6.	Hardala	7	Bhadravati	Chandrapur	313.46	Full
7.	Jena Neuli	8	Bhadravati	Chandrapur	135.00	Part
8.	Belora Matte	7	Bhadravati	Chandrapur	391.15	Full
9.	Takli	7	Bhadravati	Chandrapur	289.00	Full
10.	Gowardip	8	Bhadravati	Chandrapur	43.96	Full
11.	Panwadala	7	Bhadravati	Chandrapur	27.00	Part

Total area : 2915.28
hectares
(approximately),
or
7203.94 acres
(approximately).

Boundary description :

A-B : Line starts from point 'A' and passes along the outer boundary of villages Hardala, Kadholi, Baranj Mokasa and meets at point 'B'.

B-C-D-E : Line passes along the outer boundary of villages Chak Baraj and Baranj Mokasa and meets at point 'E'.

E-F : Line passes through villages Somnala Rith and Jena-Nauli and meets at point 'F'.

F-G : Line passes along the outer boundary of village Gawardip, then proceeds through village Panwadala and meets at point 'G'.

G-A : Line passes through village Panwadala then proceeds along the outer boundary of villages Takli and Hardala and meets at starting point 'A'.

[No. 43015/12/87-CA/LSW]

नई दिल्ली, 10 जुलाई, 1989

का. प्रा. 1781—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः, केन्द्रीय सरकार, कोयला धारक क्षम (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी - 1 (ई) III (जी धारा - 428-1288) का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), कोयला एस्टेट, नागपुर - 440001 या कलकटर छिदवाड़ा (मध्य प्रदेश) के कार्यालय में अथवा कोयला नियंत्रक, 1-काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवादी सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निविष्ट सभी नक्शों, बाटों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से सप्ते दिन के भीतर, राजस्व अधिकारी, वेस्टर्न कोलफील्ड्स लिमिटेड, कोयला एस्टेट सिविल साइन्स, नागपुर - 440001 को भेजेंगे।

अनुसूची

गजनकोट ब्लॉक

पंच एरिया

जिला छिदवाड़ा (मध्य प्रदेश)

क्र. सं.	ग्राम का नाम	पटवारी सर्किल सं.	अन्वेषण	तहसील	जिला क्षेत्र हेक्टर में	टिप्पणियाँ
1.	बाघोरी शमोवर	51	261	परसिया छिदवाड़ा	462.049	संपूर्ण
2.	गजनकोट	50	124	" "	366.410	भाग

कुल क्षेत्र : 828.459 हेक्टर (लगभग)

या 2047.122 हेक्टर (लगभग)

सीमा वर्णन :

- क-ख-ग रेखा भाघोरी और धाघोरी दामोदर ग्रामों की सामान्य सीमा "क" बिन्दु से प्रारम्भ होती है और धाघोरी दामोदर ग्राम की बाह्य सीमा के साथ साथ जाती है और धाघोरी दामोदर तथा गजनडीह ग्रामों की सामान्य सीमा के बिन्दु "ग" पर मिलती है।
- ग-घ-ङ रेखा, ग्राम गजनडीह की बाह्य सीमा के साथ साथ जाती है और गजनडीह तथा खामरा जेठू ग्रामों की सामान्य सीमा के बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा, गजनडीह ग्राम से होकर जाती है और गजनडीह तथा धाघोरी दामोदर ग्रामों के बिन्दु "च" पर मिलती है।
- च-छ-क रेखा, ग्राम धाघोरी दामोदर की बाह्य सीमा के साथ साथ जाती है और प्रारम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/5/89 - एल. एम्. इम्प्लू.]

बी. बी. राव, अधर सचिव

New Delhi, the 10th July, 1989

S.O. 1781.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein,

The plan bearing No. C-1(E)III/GR/428-1288 of the area covered by this notification can be inspected at the Office

of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 or at the Office of the Collector, Chhindwara (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 within ninety days from the date of publication of this notification in the Official Gazette

THE SCHEDULE
GAJANDOH BLOCK
PENCH AREA

DISTRICT CHHINDWARA (MADHYA PRADESH)

Sl. No.	Name of Village	Patwari Circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1.	Thaori-Damodar	51	261	Parasia	Chhindwara	462.049	Full
2.	Gajandoh	50	214	Parasia	Chhindwara	366.410	Part
Total area :						828.459 hectares (approximately) or 2047.122 acres (approximately)	

Boundary description :

A-B-C : Line starts from point 'A' of the common boundary of village Maori and Thaori-Damodar, passes long the outer boundary of village Thaori-Damodar and meets at the common boundary of village Thaori-Damodar and Gajandoh at point 'C'.

C-D-E : Line passes along the outer boundary of village Gajandoh and meets at the common boundary of village Gajandoh and Khamura-Jetha at point 'E'.

E-F : Line passes through village Gajandoh and meets at the common boundary of village Gajandoh and Thaori-Damodar at point 'F'.

F-G-A : Line passes along the outer boundary of village Thaori-Damodar and meets at starting point 'A'.

[No. 43015/5/89-LSW]

B.B. RAO, Under Secy.

(परमाणु ऊर्जा विभाग)

प्रदेश

बम्बई, 26 जून, 1989

का. प्रा. 1782:—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और प्रयोग) नियम, 1965 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खण्ड (ख) और नियम 24 के उप नियम (1) द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए एतद्वारा भारत सरकार के परमाणु ऊर्जा विभाग के तारीख 7 जुलाई, 1979 के का. प्रा. सं. 2537 में विम्बर्निशिय संशोधन करने की शर्तों पर—

उपयुक्त अधिसूचना की अनुसूची में

(क) भाग I में क्रम संख्या 16 को बदलकर क्रम संख्या 17 किया जाए तथा इस प्रकार से बदली गई क्रम संख्या 17 से पहले निम्नलिखित क्रम संख्या और उससे सम्बद्ध प्रविष्टियाँ अंतस्थापित की जाएँ, अर्थात् :—

“16. प्रगत प्रौद्योगिकी केन्द्र, इंदौर में पद निदेशक, प्रगत प्रौद्योगिकी निदेशक, प्रगत प्रौद्योगिकी सभी सचिव परमाणु ऊर्जा विभाग केन्द्र केन्द्र

(ख) भाग II में क्रम संख्या (XVI) को बदलकर क्रम संख्या (XVII) की जाए तथा इस प्रकार से बदली गई क्रम (XVII) से पहले निम्नलिखित संख्या क्रम संख्या और उससे सम्बद्ध प्रविष्टियाँ अंतस्थापित की जाएँ, अर्थात् :

“(XVI) प्रगत प्रौद्योगिकी केन्द्र इंदौर में मुख्य प्रशासनिक एवं लेखा मुख्य प्रशासनिक एवं लेखा सभी निदेशक, प्रगत प्रौद्योगिकी पद अधिकारी, प्रगत प्रौद्योगिकी अधिकारी, प्रगत प्रौद्योगिकी केन्द्र” केन्द्र केन्द्र

(ग) भाग (III) में, क्रम संख्या (XVI) को बदलकर क्रम संख्या (XVII) की जाए तथा इस प्रकार से बदली गई क्रम (XVII) से पहले निम्न संख्या लिखित क्रम संख्या और उससे सम्बद्ध प्रविष्टियाँ अंतस्थापित की जाएँ, अर्थात् :—

“(XVI) प्रगत प्रौद्योगिकी केन्द्र, इंदौर में पद प्रशासनिक अधिकारी III, प्रशासनिक अधिकारी III, सभी मुख्य प्रशासनिक एवं लेखा प्रगत प्रौद्योगिकी केन्द्र प्रगत प्रौद्योगिकी केन्द्र अधिकारी, प्रगत प्रौद्योगिकी केन्द्र

[सं. 22/1/68--सतर्कता/268]

शार. पद्मनाभन, निदेशक

(Department of Atomic Energy)

ORDER

Bombay, the 26th June, 1989

S.O. 1782.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following amendments in the notification of the Government of India in the Department of Atomic Energy No. S.O. 2537, dated the 7th July, 1979, namely :—

In the Schedule to the said notification :

(a) in Part I, Sr. No. 16 shall be renumbered as Sr. No. 17 and before Sr. No. 17 as so renumbered, the following Sr. No. and entries relating thereto shall be inserted, namely :—

“16. Posts in	Director,	Director,	All
Centre for	Centre for	Centre for	Secretary,
Advanced	Advanced	Advanced	DAE”;
Tech-	Technology	Technology	
nology,			
Indore.			

(b) in Part II, Sr. No. (xvi) shall be renumbered as Sr. No. (xvii) and before Sr. No. (xvii) as so renumber-

ed, the following Sr. No. and entries relating thereto shall be inserted, namely :—

“(xvi) Posts in	Chief Admn.	Chief Admn.	All
Centre for	& Accts.	& Accts.	Director,
Advanced	Officer,	Officer,	Centre for
Tech-	Centre for	Centre for	Advanced
nology,	Advanced	Technology	Technology”;
Indore.	Technology		

(c) in Part III, Sr. No. (xvi) shall be renumbered as Sr. No. (xvii) and before Sr. No. (xvii) as so renumbered, the following Sr. No. and entries relating thereto shall be inserted, namely :—

“(xvi) Posts in	Administrative Officer-III,	Administrative Officer-III,	All
Centre for	Advanced	Centre for	Chief
Advanced	Advanced	Advanced	Admn.
Tech-	Technology	Technology	and Accts.
nology,			Officer for
Indore.			Advanced
			Technology

[No. 22/1/68-Vig./268]

R. PADMANABHAN, Director

खाद्य एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 26 मई, 1989

का. आ. 1783.—भारतीय मानक ब्यूरो विनियम, 1988 के खंड 6 के अनुसरण में भारतीय मानक ब्यूरो द्वारा एतद्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या 1278353 जिसके ब्यूरो नीचे दिये हैं दिनांक 1989-01-01 से रद्द कर दिया गया है।

अनुसूची

क्रम सं.	लाइसेंस संख्या तथा दिनांक	लाइसेंसधारी का नाम व पता	रद्द लाइसेंस के अंतर्गत वस्तु/प्रक्रम	सम्बद्ध भारतीय मानक
1.	सी एम/एल-1278353 1984-03-01	मै. राजलक्ष्मी इंडस्ट्रीज, विधाधर पुर हा. घ. तथा बाजार, कटक-753004 (उड़ीसा)	बिस्कुट (केवल ग्लूकोज)	IS: 1011-1981 बिस्कुटों की विशिष्टि (दूसरा पुनरीक्षण)

[सी एम डी/55: 1278353]

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

BUREAU OF INDIAN STANDARDS

New Delhi, the 26th May, 1989

S.O. 1783:—In pursuance of Clause 6 of Bureau of Indian Standards Regulations 1988, the Bureau of Indian Standards hereby notifies that licence No. 1278353 particulars of which are given below has been cancelled with effect from 1989-01-01.

SCHEDULE

Sl. No. & Date	Name and Address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standards
1. CM/L-1278353 1984-03-01	M/s Rajlaxmi Industries, Bidyadharpur, P.O. Nayabazar, Cuttack-753004 (Orissa)	Biscuits (Glucose Only)	IS : 1011—1981 Specification for Biscuits (Second Revision)

[CMD/55 : 1278353]

नई दिल्ली, 29 मई, 1989

का. प्रा. 1784.—भारत के राजपत्र, भाग 2 खंड 3, उपखंड (2), दिनांक 1986-03-22 में प्रकाशित खाद्य एवं नागरिक पूर्ति मंत्रालय, नागरिक पूर्ति विभाग (भारतीय मानक ब्यूरो) की अधिसूचना संख्या का. प्रा. 1150 दिनांक 1986-02-21 का आंशिक संशोधन करने हुए भारतीय मानक ब्यूरो एनद्वारा अधिसूचित करता है कि पराफिन मोम की प्रति इकाई मुहुरांकन फीस, जिसका विवरण नीचे अनुसूची में दिया गया है, संशोधित कर दी गई है। मुहुरांकन फीस की संशोधित दर 1988-01-01 से लागू होगी।

अनुसूची

क्र. सं.	उत्पाद/उत्पाद श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहुरांकन फीस
(1)	(2)	(3)	(4)	(5)
1.	पराफिन मोम	IS: 4654-1974	एक टन	(1) रु. 7.50 प्रति इकाई, पहली 1000 इकाइयों के लिए; (2) रु. 3.00 प्रति इकाई 1001वीं से 3000 इकाइयों के लिए; और (3) रु. 1.00 प्रति इकाई 3001वीं इकाई और उससे अधिक के लिए

[संख्या सी एम डी/13 : 10]

New Delhi, the 29th May, 1989

S.O. 1784:—In partial modification of the Ministry of Food and Civil Supplies (Deptt. of Civil Supplies) (Bureau of Indian Standards) notification number S.O. 1150 dated 1986-02-21 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1986-03-22 the Bureau of Indian Standards hereby, notifies that the marking fee per unit for paraffin wax details of which are given in the Schedule here to annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1988-01-01 :

SCHEDULE

Sl. No. Product	Product/Class of	No. & Year of the Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1.	Paraffin Wax	IS : 4654—1974	One Tonne	(i) Rs. 7.50 per unit for the first 1000 units; (ii) Rs. 3.00 per unit for the 1001st to 3000 units, and (iii) Re. 1.00 per unit for the 3001st unit and above.

[No. CMD/13 : 10]

B.N. SINGH, Ag. Director General

का. प्रा. 1785—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) दिनांक 1984-08-28 में प्रकाशित खाद्य एवं नागरिक पूर्ति मंत्रालय, नागरिक पूर्ति विभाग (भारतीय मानक ब्यूरो) की अधिसूचना संख्या का. प्रा. 2405 दिनांक 1984-08-29 का आंशिक संशोधन करते हुए भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि घुलनशील काफी पाउडर की प्रति इकाई मुहरांकन फीस, जिसका विवरण नीचे अनुसूची में दिया गया है, संशोधित कर दी गई है। मुहरांकन फीस की संशोधित दर 1988-10-01 से लागू होगी :

अनुसूची

क्र. सं.	उत्पाद/उत्पाद श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहरांकन फीस
(1)	(2)	(3)	(4)	(5)
1.	घुलनशील काफी पाउडर	IS : 2791-1983	एक कि.ग्रा.	(1) 15 पैसे प्रति इकाई, पहली 500000 इकाईयों के लिए और (2) 8 पैसे प्रति इकाई 500001वीं इकाई और उससे अधिक के लिए

[संख्या सी. एम. बी./13 : 10]

S.O. 1785:—In partial modification of the Ministry of Food and Civil Supplies (Deptt. of Civil Supplies) (Bureau of Indian Standards) notification number S.O. 2405 dated 1984-06-29 published in the Gazette of India, Part-II, Section-3, Sub-Section (ii) dated 1984-07-28 the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for soluble coffee powder details of which are given in the Schedule here to annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1988-10-01 :

SCHEDULE

Sl. Product/Class of No. Product	No. & Year of the Relevant Indian Standard	Unit	Marking Fee per Unit	
(1)	(2)	(3)	(4)	(5)
1. Soluble Coffee Powder IS : 2791—1983		One kg		(i) 15 paise per unit for the first 500000 units; and (ii) 8 paise per unit for the 500001st unit and above

[No CMD/13 : 10]

का. प्रा. 1786—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2), दिनांक 1984-09-22 में प्रकाशित खाद्य एवं नागरिक पूर्ति मंत्रालय, नागरिक पूर्ति विभाग (भारतीय मानक ब्यूरो) की अधिसूचना संख्या का. प्रा. 2986 दिनांक 1984-09-28 का आंशिक संशोधन करते हुए भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि शंट संघारित्र की प्रति इकाई मुहरांकन फीस, जिसका विवरण नीचे अनुसूची में दिया गया है, संशोधित कर दी गई है। मुहरांकन फीस की संशोधित 1988-10-01 से लागू होगी :

अनुसूची

क्र. सं.	उत्पाद/उत्पाद श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहरांकन फीस
(1)	(2)	(3)	(4)	(5)
1.	शंट संघारित्र	IS : 2834—1986	1 किग्रा	(1) 50 पैसे प्रति इकाई, पहली 30000 इकाईयों के लिए और (2) 20 पैसे प्रति इकाई, 30001वीं इकाई और उससे अधिक के लिए

[संख्या सी.एम.बी. 13:10]

S.O. 1786 :— In partial modification of the Ministry of Food and Civil Supplies (Deptt. of Civil Supplies) (Bureau of Indian Standards) notification Number S.O. 2986 dated 1984-08-28 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1984-09-22 the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for shunt capacitors details of which are given in the Schedule here to annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1988-10-01 :

SCHEDULE

Sl. No.	Product/Class of Product	No. & Year of the Relevant Indian Standard	Unit	Marking Fee Per Unit
(1)	(2)	(3)	(4)	(5)
1.	Shunt Capacitors	IS : 2834—1986	1 K Var	(i) 50 paise per unit for the first 30000 units and (ii) 20 paise per unit for the 300001st unit and above.

[No. CMD/13 : 10]

नई दिल्ली, 30 मई, 1989

का. भा. 1787.—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), दिनांक 1983-11-19 में प्रकाशित खाद्य एवं नागरिक पूर्ति मंत्रालय, नागरिक पूर्ति विभाग (भारतीय मानक ब्यूरो) की अधिसूचना संख्या का.भा. 4199 दिनांक 1983-10-26 का आंशिक संशोधन करते हुए भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि रंग रोगन के लिए अल्ट्रामैरीन ब्लू की प्रति इकाई मुहुरांकन फीस, जिसका विवरण नीचे अनुसूची में दिया गया है, संशोधित कर दी गई है। मुहुरांकन फीस की संशोधित दर 1983-03-01 से लागू होगी :

अनुसूची

क्र. सं.	उत्पाद/उत्पाद श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहुरांकन फीस
(1)	(2)	(3)	(4)	(5)
1.	रंग रोगन के लिए अल्ट्रामैरीन ब्लू	IS : 55-1970	एक टन	रु. 10.00

[संख्या सी एम बी/13 : 10]

New Delhi, the 30th May, 1989

S.O. 1787 :—In partial modification of the Ministry of Food and Civil Supplies (Deptt. of Civil Supplies) (Bureau of Indian Standards) notification number S.O. 4199 dated 1983-10-26 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1983-11-19 the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for Ultramarine blue for paints details of which are given in the Schedule here to annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1989-03-01 :

SCHEDULE

Sl. No.	Product/Class of Product	No. & Year of the Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1.	Ultramarine blue for paints	IS : 55-1970	One Tonne	Rs 10.00

[No. CMD/13 : 10]

का. प्र. 1788.—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2), दिनांक 1984-01-21 में प्रकाशित खाद्य एवं नागरिक पूर्ति मंत्रालय, नागरिक पूर्ति विभाग (भारतीय मानक ब्यूरो) की अधिसूचना संख्या का प्र. 220 दिनांक 1983-12-27 का आंशिक संशोधन करते हुए भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि मैग्नीशियम क्लोराइड और एल्युमिनियम सल्फेट, ग्रेनोह की प्रति इकाई मुहरांकन फीस, जिसका विवरण नीचे अनुसूची में दिया गया है, संशोधित कर दी गई है। मुहरांकन फीस को संशोधित दर 1989-03-01 से लागू होगी :

अनुसूची

क्र. सं.	उत्पाद/उत्पाद श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहरांकन फीस
(1)	(2)	(3)	(4)	(5)
1.	मैग्नीशियम क्लोराइड	IS : 254-1973	एक टन	रु. 1.00
2.	एल्युमिनियम सल्फेट, ग्रेनोह	IS : 260-1969	एक टन	रु. 2.00

[सं. सी. एम. डी/ 13:10]

S.O. 1788 :—In partial modification of the Ministry of Food and Civil Supplies (Deptt. of Civil Supplies) (Bureau of Indian Standards) notification number S.O. 220 dated 1983-12-27 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 1984-01-21 the Bureau of Indian Standards, hereby, notifies that the marking fees per unit for magnesium chloride and aluminium sulphate, non-ferrous details of which are given in the Schedule here to annexed, have been revised. The revised rate of marking fee shall come into force with effect from 1989-03-01 :

SCHEDULE


Sl. No.	Products/Class of Product	No. & Year of the Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Magnesium chloride	IS : 254—1973	One Tonne	Re. 1.00
2.	Aluminium sulphate, non-ferrous	IS : 260—1969	One Tonne	Rs. 2.00

[No. CMD/13 : 10]

का. प्र. 1789.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस मानक मुहर का डिजाइन, उसके शाब्दिक विवरण और सम्बद्ध भारतीय मानक की संख्या और वर्ष सहित नीचे अनुसूची में दिया गया है, वह निर्धारित कर दिया गया है।

भारतीय मानक ब्यूरो अधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए यह मानक मुहर 1983-07-01 से लागू होगी।

अनुसूची


क्र. सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक मुहर के डिजाइन का शाब्दिक विवरण मानक की संख्या और वर्ष
(1)	(2)	(3)	(4)
1.		पादनेय धातुमय सीमेंट	IS: 435-1976 स्तम्भ (2) में दिखाई गई निश्चित शैली और परस्पर संबद्ध अनुपात में बनाया गया "ISI" अक्षरयुक्त भारतीय मानक ब्यूरो का मोनोग्राम जिसमें भारतीय मानक की संख्या डिजाइन में दिखाए अनुसार मोनोग्राम के ऊपर अंकित हो।

[संख्या सी एम डी/139]

S.O. 1789 :—In pursuance of sub-rule (1) of rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 1983-07-01 :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.		Portland slag cement	IS : 455—1976	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI' drawn in the exact style, and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

का. मा. 1790.—भारतीय मानक ब्यूरो विनियम, 1988 के विनियम 8 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि पोर्टलैंड घातुमल सीमेंट जिसका विवरण नीचे अनुसूची में दिया गया है, की प्रति इकाई मुहर लगाने की फीस निर्धारित कर दी गई है और यह फीस 1983-07-01 से लागू होगी :

अनुसूची

क्र. सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	पोर्टलैंड घातुमल सीमेंट	IS : 455-1976 टिप्पणी : 1988-07-01 से निम्नलिखित रूप में शुल्क दर में वृद्धि हो गई है प्रति इकाई 40 पैसे (इकाई = एक टन)	एक टन	20 पैसे

[संख्या सी एम बी/13 : 10]

S.O. 1790 :—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that

the marking fee per unit for portland slag cement details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1983-07-01 :

SCHEDULE

Sl. No.	Product/Class of Product	No. and Year of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Portland slag cement	IS : 455—1976 Note: Rate of Marking Fee has since been revised as under with effect from 1988-07-01 : 40 Paise per unit (Unit=One Tonne)	One Tonne	20 Paise

[No. CMD/13 : 10]

का. प्र. 1791 — भारतीय मानक ब्यूरो विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित किया जाता है कि सामान्य इंजीनियरी के प्रयोजनों के कार्बन इस्पात गठानों जिसका विवरण नीचे अनुसूची में दिया गया है, को प्रति इकाई मुहर लगाने की फीस निर्धारित कर दी गई है और यह फीस 1986-05-01 से लागू होगी।

अनुसूची

क्र. सं.	उत्पाद/उत्पाद की श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहर लगाने की फीस
(1)	(2)	(3)	(4)	(5)
1.	सामान्य इंजीनियरी के प्रयोजनों के कार्बन इस्पात गठानों	IS : 2004—1978 टिप्पण : 1987-07-01 से IS : 2004—1978 के लिए मुहर शुल्क की दर में निम्नानुसार संशोधन किया गया है। प्रति इकाई 1.00 रु. (इकाई= एक टन)	एक टन	50 पैसे

[संख्या सी एम डी/13 : 10]

S.O. 1791 :—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies that the marking fee per unit for carbon steel forgings for general engineering purposes details of which are given in the Schedule hereto annexed, has been determined and the fee(s) shall come into force with effect from 1986-05-01 :

SCHEDULE


Sl. No.	Product/Class of Product	No. and Year of Relevant Indian Standard	Unit	Marking fee per unit
(1)	(2)	(3)	(4)	(5)
1.	Carbon steel forgings for general engineering purpose	IS : 2004—1978 Note: Rate of marking fee for IS : 2004—1978 has since been revised as under with effect from 1988-07-01 : Rs 1.00 per unit (Unit One Tonne)	One Tonne	50 Paise

[No. CMD/13 : 10]

क. प्र. 1792—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस मानक मुहर का डिजाइन, उसके शाब्दिक विवरण और सम्बद्ध भारतीय मानक ब्यूरो की संख्या और वर्ष सहित नीचे अनुसूची में दिया गया है, वह निर्धारित कर दिया गया है।

भारतीय मानक ब्यूरो अधिनियम, 1986 और उसके अधीन बने नियमों तथा विनियमों के प्रयोजन के लिए यह मानक मुहर 1986-05-01 से लागू होगी।

अनुसूची

क्र. सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद श्रेणी	सम्बद्ध भारतीय मानक की संख्या और वर्ष	मानक मुहर के डिजाइन का शाब्दिक विवरण
(1)	(2)	(3)	(4)	(5)
1.		सामान्य इंजीनियरी प्रयोजनों के लिए कार्बन इस्पात की छल्लियाँ	IS:2004-1978 स्तम्भ (2) में	दिखाई गई निम्नलिखित शैली और परस्पर सम्बद्ध अनुपात में बनाया गया "ISI" अक्षरयुक्त भारतीय मानक ब्यूरो का मोनोग्राम, जिसमें भारतीय मानक की संख्या डिजाइन में दिखाए गए अनुसार मोनोग्राम के ऊपर अंकित हो।


[[संख्या सी एम डी/13 : 9]

बी. एन. सिंह, का. बा. महाविदेशक

S.O. 1972 :—In pursuance of sub-rule (1) of the rule 9 of Bureau of Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby, notifies that the Standard Mark, design of which together with the description of the design and the number and year of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark(s) for the purpose of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations framed thereunder, shall come into force with effect from 1986-05-01 :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Relevant Indian Standard	Description of the design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.		Carbon steel forgings for general engineering purposes	IS : 2004—1978	The monogram of the Bureau of Indian Standards, consisting of letters 'ISI' drawn in the exact style and relative proportions as indicated in Col. (2), the number of the Indian Standard being super-scribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

B.N. SINGH Agriculture Director

वरुन मंत्रालय

नई दिल्ली, 26 जून, 1989

का. प्रा. 1793—केन्द्रीय सरकार, केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारत सरकार के वरुन मंत्रालय की अधिसूचना सं. का. प्रा. 747(अ) दिनांक 9 अगस्त, 1988 में निम्नलिखित संशोधन करती है:—

उक्त अधिसूचना में क्रमांक 2 से संबंधित प्रविष्टि के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा,

“श्रीमती प्रमिला श्रीवास्तव; अधिनियम की धारा 4 (3) (बी)
उप सचिव (आप्तनिक वित्त), के अधीन केन्द्रीय सरकार द्वारा
वरुन मंत्रालय, नामित
भारत सरकार

[का. सं. 25012/11/88—सिल्क]

प्रार. चटर्जी, उप सचिव

MINISTRY OF TEXTILES

New Delhi, the 26th June, 1989

S.O. 1793.—In exercise of the powers conferred by sub-section (3) of Section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Textiles No. S.O. 747(E) dated 9th August, 1988:—

In the said notification for serial No. 2 the entry relating thereto, the following shall be substituted, namely,

“Smt. Pramila Shrivastav, Deputy Secretary, Internal Finance Wing, Ministry of Textiles, Govt. of India.	Nominated by the Central Govt. under Section-4(3) (b) of the Act”
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[F. No. 25012/11/88-Silk]

R. CHATTERJEE, Dy. Secy.

मानव संसाधन विकास मंत्रालय

(महिला एवं बाल विकास विभाग)

धर्मार्थ दान अधिनियम 1890 (1890 की 6) के संबंध में
और

राष्ट्रीय बाल कोष नई दिल्ली के संबंध में अधिसूचना

नई दिल्ली, 26 जून, 1989

का. प्रा. 1794—धर्मार्थ दान अधिनियम, 1890 (1890 की 6) के खंड 4 द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार राष्ट्रीय बाल कोष के प्रबंध बोर्ड के निवेदन पर तथा उसकी सहमति से एतद् द्वारा आदेश जारी करती है कि 10,00,000.00/- रु. (केवल दस लाख रुपये) जिसकी अवधि 25-6-1989 को पूरी हो रही है, की धनराशि पांच वर्षीय सावधिक खाते में जमा कर दी जाए और वह भारत सरकार के तत्कालीन समाज कल्याण विभाग की दिनांक 2 मार्च, 1979 की समय समय पर संशोधित अधिसूचना संख्या एन. ओ.-120(ई) के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के प्रशासन के लिए योजना के अनुसार विनियोग किए जाने के लिए भारतीय धर्मार्थ निधि के कोषाध्यक्ष के अधीन होगी।

[का. सं. 2-1/89-टी. प्रार.]

टी. सी. जैन, प्रवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Women & Child Development)

NOTIFICATION IN THE MATTER OF THE CHARITABLE ENDOWMENTS ACT, 1890 (6 OF 1890) AND IN THE MATTER OF THE NATIONAL CHILDREN'S FUND, NEW DELHI

New Delhi, the 26th June, 1989

S.O. 1794.—On the application made by, and with the concurrence of the Board of Management of the National Children's Fund, New Delhi, as in exercise of the powers conferred by Section 4 of the Charitable Endowments Act 1890 (6 of 1890), the Central Government do hereby order that the sum of Rs. 10,00,000.00 (Rupees ten lakh only) maturing on 25th June, 1989 be invested in 5 Years Post Office Time Deposit Account and half vest in the Treasurer of Charitable Endowments of India to be held by him for being applied in accordance with the scheme for the administration of the National Children's Fund, New Delhi, published with the notification of the Government of India in the then Department of Social Welfare No. S.O. 120(E) dated the 2nd March, 1979, as amended from time to time.

[F. No. 2-1/89 TR]

T. C. JAIN, Under Secy.

नागर विमानन और पर्यटन मंत्रालय

नई दिल्ली, 4 जुलाई, 1989

का. प्रा. 1795—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उपनियम (4) के अनुसरण में नागर विमानन तथा पर्यटन मंत्रालय के प्रशासनिक नियंत्रण में आने वाले निम्नलिखित कार्यालयों की जिनके कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. इंडियन एयरलाइंस (सेन्ट्रिय मुख्यालय), उत्तरी क्षेत्र, दिल्ली
2. इंडियन एयरलाइंस के पश्चिमी क्षेत्र के स्टेशन
 - (i) इन्दौर स्टेशन
 - (ii) नागपुर स्टेशन

[संख्या ई-11011/6/88-हिन्दी]

एस. गणेशपाण्डियन, निदेशक

MINISTRY OF CIVIL AVIATION & TOURISM

New Delhi, the 4th July, 1989

S.O. 1795.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for the Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Civil Aviation and Tourism, the staff of which have acquired the working knowledge of Hindi, namely:—

1. Indian Airlines (Zonal Headquarters), Northern Zone, Delhi.
2. Indian Airlines Stations of Western Zone :
 - (i) Indore Station
 - (ii) Nagpur Station

[No. E. 11011/6/88-Hindi]

S. GANESPANDIAN, Director.

पर्यावरण और वन मंत्रालय

(पर्यावरण वन तथा वन्यजीव विभाग)

नई दिल्ली, 27 जून, 1989

का. आ. 1796—सार्वजनिक परिसर (अनधिकृत दखलदारों का निष्कासन) अधिनियम, 1971 (1971 का 40) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए तथा कृषि मंत्रालय की दिनांक 6 जनवरी, 1984 की अधिसूचना संख्या 3/42/79-एफ. ई-2 (खंड-2) में प्रांशिक संशोधन कक्षों द्वारा, केन्द्रीय सरकार, नीचे दी गई तालिका के कालम 1 में बताए अनुसार एतद्वारा उपर्युक्त अधिनियम के प्रयोजन के लिए राजपत्रित अधिकारियों को संपदा अधिकारी नियुक्त करते हैं, जो उक्त अधिनियम के तहत उनके क्षेत्राधिकार की स्थानीय सीमाओं में संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें विये गये कार्य करेंगे। जिसे सार्वजनिक परिसर के संबंध में उक्त तालिका के कालम 2 की समरूप प्रविष्टियों में उल्लेख किया गया है।

तालिका

अधिकारियों का पदनाम	सार्वजनिक परिसर की क्षेत्री तथा क्षेत्राधिकार की स्थानीय सीमा
1. प्रभागीय वन अधिकारी डिगलीपुर वन प्रभाग उत्तरी अण्डमान	डिगलीपुर वन प्रभाग की अधि- सूचित क्षेत्र की वन भूमि
2. प्रभागीय वन अधिकारी माया बम्बर वन प्रभाग उत्तरी अण्डमान	माया बम्बर वन प्रभाग की अधि- सूचित क्षेत्र की वन भूमि

[संख्या 1-5/88-एफ. आर. वार्ड/एम यू-2]
के. एम. चड्ढा, संयुक्त सचिव

MINISTRY OF ENVIRONMENT & FORESTS
(Department of Environment, Forests & Wildlife)

New Delhi, the 27th June, 1989

S.O. 1796.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in partial modification of the Ministry of Agriculture notification No. 3/42/79-FE. II (Vol. II) dated the 6th January, 1984, the Central Government hereby appoints gazetted officers mentioned in column 1 of the table below, to be Estate officers for the purpose of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on Estate officers by or under the said Act within the local limits of their respective jurisdictions in respect of public premises specified in the corresponding entries in column 2 of the said table.

Table

Designation of Officers	Categories of public premises and local limits of jurisdiction
(1) Divisional Forests Officers, Diglipur Forest Division, North Andamans.	Forest land of notified area of Diglipur Forest Division.
(2) Divisional Forests Officer, Mayabunder Forest Division, North Andamans.	Forest land of notified area of Mayabunder Forest Division.

[No. 1-5/88-FRY/SU. II]
K. M. CHADHA, Jt. Secy.

दिल्ली विकास प्राधिकरण

(मुख्य योजना अनुभाग)

सार्वजनिक सूचना

नई दिल्ली, 5 अगस्त, 1989

का. आ. 1797—केन्द्रीय सरकार का, दिल्ली की मुख्य योजना क्षेत्रीय विकास योजना में संशोधन करने का प्रस्ताव है, जिसे जनता की जानकारी के लिए एतद्वारा प्रकाशित किया जाता है। प्रस्तावित संशोधन के संबंध में यदि किसी व्यक्ति को कोई आपत्ति हो अथवा सुझाव देना हो तो वह अपनी आपत्ति अथवा सुझाव लिखित रूप में इस सूचना के जारी होने की तिथि से तीन दिन की अवधि के अन्दर सचिव, दिल्ली विकास प्राधिकरण, विकास सदन, "बी ब्लॉक, वार्ड, एन. ए., नई दिल्ली को भेज दें। आपत्ति करने अथवा सुझाव देने वाले व्यक्ति को अपना नाम और पता भी अवश्य देना चाहिए।

संशोधन : —

1. "ज़ोन डी-9 (केन्द्रीय पट्टी ज़ोन) में आने वाले और उत्तर पश्चिम में 18.25 मीटर की सड़क से और दक्षिण-पूर्व में 18.68 मीटर की सड़क से और पूर्व में 30.48 मीटर के हेस्टिंग्स रोड से घिरे हुए 3.76 हेक्टेयर क्षेत्र, (9.25 एकड़) जिसे प्लाट सं. 36 के रूप में जाना जाता है, उसका भूमि उपयोग "मनोरंजनात्मक उपयोग (अधिसूचना सं. 21023/26/66 यू. डी. 1/II ए-विनांक 10-9-81 द्वारा अधिसूचित) से "सरकारी और अर्द्ध-सरकारी कार्यालयों" में बदला जाना प्रस्तावित है।

2. "ज़ोन डी-9 में आने वाले और पूर्व में किंग जार्ज एवेन्यू (30.48 मीटर के मार्गधिकार वाले) मार्ग, उत्तर में उलहीली रोड (18.28 मीटर के मार्गधिकार वाले) और दक्षिण-पश्चिम में त्यागराज मार्ग (30.48 मीटर के मार्गधिकार वाले) से घिरे हुए लगभग 21.28 एकड़ क्षेत्र जिसे प्लाट सं. 30 के रूप में जाना जाता है उसका भूमि उपयोग "सरकारी कार्यालयों" से "हरेित-क्षेत्र" में बदल जाना प्रस्तावित है।

2. प्रस्तावित संशोधन को दर्शाने वाला नक्शा निरीक्षण के लिए उपर्युक्त अवधि के अन्दर सभी कार्य दिवसों में उप-निदेशक कार्यालय मुख्य योजना अनुभाग, विकास सभागार, छठी मंजिल, इण्डियन एस्टेट नई दिल्ली के पास उपलब्ध होगा।

[स. एफ. 20 (12) 79—एम. पी.]

रणवीर सिंह, सचिव

DELHI DEVELOPMENT AUTHORITY
(Master Plan Section)

PUBLIC NOTICE

New Delhi, the 5th August, 1989

S.O. 1797.—The following modifications which the Central Government proposes to make to the Master Plan/Zonal Development Plan for Delhi, is hereby published for public information. Any person having any objection or suggestion with respect to the proposed modification may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Sadan, INA, 'B' Block, New Delhi within a period of thirty days from the date of issue of this notice. The person making the objection or suggestion should also give his name and address.

MODIFICATIONS :

(i) "The land use of an area known as plot no. 36 measuring 3.76 hect. (9.25 acres) falling in zone D-9 (Central Vista Zone) and bounded by 18.25

mtrs. road on the North West, 18.68 mtrs. road on South-East and 30.48 mtrs. Hastings road on the east, is proposed to be changed from "Recreational use" (notified vide notification no. 21023/26/66/UDI/IIA dt. 10-9-71) to "Government and Semi Government Offices".

- (ii) "The land use of an area known as plot no. 30 measuring about 21.28 acres falling in zone D-9 and bounded by King George Avenue (30.48 mtrs. R/W) on the East, Dalhousie Road (18.28 mtrs. R/W) on the North and Tyag Raj Marg (30.48 mtrs. R/W) on the South West, is proposed to be changed from "Government Offices" to "Green".

2. The plan indicating the proposed modifications will be available for inspection at the office of the Dy. Director Master Plan Section Vikas Minar, 6th floor IP Estate, New Delhi on all working days within the period referred to above.

[No. F. 20(12)/79-MP]

RANBIR SINGH, Secy.

श्रम मंत्रालय

नई दिल्ली, 29 जून, 1989

का.आ. 1798.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्रम मंत्रालय के अनुभाग अधिकारी, श्री वी.एस.ए.एस.पी. राजू को दिनांक 1-7-89 से 9-7-89 तक उत्प्रवासी संरक्षी के कार्यालय, मद्रास में उत्प्रवासी संरक्षी के सभी कार्यों को करने के लिए प्राधिकृत करती है।

[सं. ए-22012/1/89-उत्प्रवास]

MINISTRY OF LABOUR

New Delhi, the 29th June, 1989

S.O. 1798.—In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri V. S. A. S. P. Raju, Section Officer, Ministry of Labour to perform all functions of Protector of Emigrants, Madras in the Office of the Protector of Emigrants, Madras 1-7-89 to 9-7-89.

[No. A-22012/1/89-Emig.]

नई दिल्ली, 7 जुलाई, 1989

का.आ. 1799.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3, उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा श्री एच.एल. तनेजा, अनुभाग अधिकारी को 10 जुलाई, 1989 से आगामी आदेश जारी होने तक उत्प्रवासी संरक्षी-II, बम्बई के पद पर नियुक्त करती है।

[सं. ए-22012/1/89-उत्प्रवास-II]

प्रदीप सिंह, अवर सचिव

New Delhi, the 7th July, 1989

S.O. 1799.—In exercise of the powers conferred by Section 3, Sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri H. L. Taneja, Section Officer as Protector of Emigrants-II, Bombay with effect from 10th July, 1989 till further orders.

[No. A-22012/1/89-Emig. II]
PRADEEP SINGH, Under Secy.

नई दिल्ली, 5 जुलाई, 1989

का.आ. 1800.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग 1999 GI/89—12

करते हुए, केन्द्रीय सरकार एतद्द्वारा 16-7-89 की उस तारीख के रूप में नियत करती है, जिसकी उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“रजस्व सीमांकन के अन्तर्गत क्षेत्र—जिन्दल नगर, हिन्दन नगर, डसन, गलन, पिलकुआ, हापुर रोड, गाजियाबाद”।

[संख्या एस-38013/15/89-एस. एस-1]

ए. के. भट्टारai, अवर सचिव

New Delhi, the 5th July, 1989

S.O. 1800.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 16th July, 1989 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already brought into force) and Chapters V and VI [except sub-section (1) of section 76 and 87, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttar Pradesh, namely :—

“In the revenue area of Jindal Nagar, Hindan Nagar, Dasana, Galan, Pilkua, Hapur Road, Ghaziabad.”

[No. S-38013/15/89-SS. II]
A. K. BHATTARAI, Under Secy.

नई दिल्ली, 5 जुलाई, 1989

का. आ. 1801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बडौदा के प्रबंधन के संबद्ध-नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 बम्बई के पंचपट की प्रकाशित करती है जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 5th July, 1989

S.O. 1801.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/46 of 1986

PARTIES :

Employer in relation to the management of Bank of Baroda

AND

Their Workmen

APPEARANCES

For the Employer.—1. Shri R. B. Pitale Officer, Bombay Chamber of Commerce 2. Shri P. M. Mehta Sr. Manager (Personnel).

For the Workmen.—Shri A. P. Kulkarni, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 2nd June, 1989

AWARD PART I

The Central Government by their Order No. L-12012/275/85-D.II(A), dated 7-10-1986 have referred the following

industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act :—

"Whether the action of the management of Bank of Baroda in relation to its Central Office, Bombay in retiring Shri Kallappa Kotian on 31-12-1984 is justified? If not, to what relief is the workman entitled?"

2. The case of the workmen Shri Kallappa Kotian, as disclosed from the statement of claim filed by the Bank of Baroda Employees Trade Union Congress, Bombay (Ex. 2(W)), in short, is thus :—

The said workman joined the service of the said Bank in 1945 as a Peon. On 14-11-1984 he learnt that the Bank was thinking to issue a letter to him retiring him from service of the Bank by the end of December, 1984, by taking his year of birth as 1924. He, therefore, sent a letter on 14-11-1984 to the Bank that his date of birth as recorded in the Main Office of the Bank at Bombay, is 5-8-1926, and as such, he would be due for retirement by the end of 1986, and not at the end of 1984. However, the Bank did not consider that letter, and sent him a letter dated 16-11-1984 that he would stand retired from the Bank's service on 31-12-1984. Thereafter, the said workman as well as his Union made several representations to the Bank pointing out that his correct date of birth is 5-8-1926, and as such he could not be retired before 31-12-1986. The workman produced the necessary documents in that respect before the Bank. As the Bank did not consider those documents, the said Union approached the Assistant Labour Commissioner (C), Bombay for necessary intervention. However, the ALC(C), Bombay recorded his failure report in December, 1985. Therefore, the action of the Bank in retiring that workman with effect from 31-12-1984 is illegal and unjust for the following reasons :—

- (i) As per the practice of the Bank, a letter of retirement was required to be issued to the employee concerned six months before the date of retirement so as to enable himself to avail of the accumulated leave and other benefits. In the present case, the Bank had not so informed him about his retirement, but had informed him only 1 1/2 months before his retirement in question.
- (ii) As per the date of birth recorded in the Bank records itself, his date of birth is 5-8-1926.
- (iii) The Bank ought to have ascertained the correct date of birth before 31-12-1984.
- (iv) The action of the Bank in striking off the name of the workman concerned from the muster roll amounted to his retrenchment under Section 2(o) of the Industrial Disputes Act, and the mandatory provisions of Section 25F of that Act have not been complied with by the Bank.
- (v) The Bank had asked the workman to produce the necessary evidence regarding his date of birth by their letter dated 24-11-1984. Accordingly the workman produced his horoscope and the Birth Certificate dated 28-1-1985 issued by the Chief Registrar of Births and Deaths, Government of Karnataka, under the provisions of Registration of Births and Deaths Act, 1969. The date of birth mentioned in both these documents is 5-8-1926.
- (vi) The Bank wrongly accepted his date of birth as 20-3-1924. The Bank has taken the action of compulsorily retiring him from service on 31-12-1984, because in the year 1984 he left the All India Bank of Baroda Employees Federation led by one Shri M. Rajgopal and had joined the INTUC lead Bank of Baroda Employees Trade

Union Congress, a Union of his choice. The action in question has been taken by the Bank at the instance of the said Shri Rajgopal. That action is vindictive. The workman and the Union, therefore, prayed that the action of the Bank in retiring the workman from service on 31-12-1984 be held as unjust and improper, and the Bank be directed to reinstate him in service with full back wages and continuity of service.

2. The General Manager (Personnel & Vigilance) of the Bank of Baroda by his written statement (Ex. 3(M)) opposed the said claim of the said Union, and in substance contended thus :—

The Bank of Baroda Employees' Trade Union Congress which is espousing the present cause of action, has no locus standi to espouse the cause of the workman, as the majority of the workmen in the Bank are members of the Bank of Baroda Employees Federation and not of Bank of Baroda Employees Trade Union Congress. The Bank of Baroda Employees Federation represents about 80 per cent of the employees of that Bank, and that recognised Union has no grievance regarding the retirement of the said workman. Further there is no difference or dispute between the Bank and the workmen as a class in respect of the demand raised by the present union, and as such the demand raised by the minority Union cannot make an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act. An Industrial Tribunal is to adjudicate only in respect of matters referred to it by the Government which partake the character of an industrial dispute, and not otherwise. Further, there is nothing on record to show that Shri Nitin R. Gavan, General Secretary of the Union, has been authorised to espouse the cause of the said workman. No resolution has been passed by that Union to take up the matter of that workman with the appropriate authorities. The management of the Bank therefore prayed that the said Issues be tried as preliminary Issues.

3. As regards the merits of the case, the management contended thus :—

The said workman joined the service of the Bank as a sub-staff on 1-5-1945. At the time of joining the service in the Bank, the date of birth given by him and recorded in the Bank record is 20-3-1924. After he became a member of the Provident Fund, he filled a form in which he again mentioned the date of birth as 20-3-1924 on the basis of the said date 20-3-1924 recorded in the various records of the Bank, the said workman was due to retire on 20-3-1984 after completion of 60 years of age but as per the Bank's practice by the end of that year i.e. 31-12-1984. On 15-11-1984 the Bank issued a notice of retirement to him. The workman had produced before the Bank his horoscope and a certificate from the office of Registrar of Birth and Death, Government of Karnataka showing that his date of birth was 5-7-1926. However, the said certificate had been issued on the basis of an affidavit made by one Shri Babubhai Amin, brother-in-law of the workman that his aunt had given birth to a male child on 5-8-1926 and that the birth was not registered due to illiteracy in the family. On the basis of that affidavit and the necessary application, the Sub-Divisional Magistrate passed an order on 22-1-1985 directing the Tashildar to make entries in the register of Births and Deaths regarding the date of birth of the said workman as 5-8-1926. As the Horoscope and the said certificate of birth were not supported by any other reliable documents, the Bank did not accept them. In fact the workman was making last-minute attempts to snatch a little longer period of two years from the Bank by producing the said documents.

4. As regards the allegations of the workman that the Bank had not given him six months notice, the Bank contended thus :—

There is no mandatory requirement or statutory duty cast upon the Bank to give any fixed period notice before retiring the workman. The workman also did not allege that there is any rule or requirement in law in that respect further the issuance of the letter on 15-11-1984 about the retirement of that workman, does not in any way vitiate the action of the Bank in retiring him from service from 31-12-1984. As regards the date of birth appearing in the main office of the Bank, the Bank contended that the date of birth of that workman clearly appears to have been interpolated without any authentication or signature of the staff officers. Hence that date cannot be safely relied upon.

5. As regards the alleged retrenchment of that workman, the Bank contended that the retirement of the workman is specifically excluded from the definition of the term "retrenchment" under Section 2(k) of the Industrial Disputes Act, and as such the question of non-compliance of the provisions of Section 25F of that Act does not survive. The said workman during his long service of 39 years did not raise any issue regarding the alleged wrong date of his birth, and when he was at the fag end of his service he gave a different date as his date of birth. Therefore, according to the Bank, its action in retiring that workman on 31-12-1984 is just and proper. The Bank lastly prayed for the rejection of the prayer made by the workman.

6. The Issues framed at Ex. 4 are :—

- (1) Whether the workman Shri Kallappa Kotian proves that his correct date of birth is 5-8-1926?
- (2) Whether the date of birth of the said workman as appearing in the record of the Bank's Bombay Main Office is also 5-8-1926?
- (3) Whether the termination of the services of the said workman on 31-12-1984 by the Bank of Baroda amounted to his retrenchment and if so, whether it is in violation of the provisions contained in Section 25F of the Industrial Disputes Act?
- (4) Whether the Bank of Baroda Employees' Trade Union Congress of which the said workman is a member, is not competent to espouse the cause of the said workman?
- (5) Whether no industrial dispute existed or exists in the present case?
- (6) Whether the date of birth given by the said workman when he joined the service of the Bank, was 20-3-1924?
- (7) Whether the action of the management of the Bank of Baroda in relation to its Central Office, Bombay in retiring Shri Kallappa Kotian on 31-12-1984 is justified?
- (8) If not, to what relief is the workman entitled?
- (9) What Award?

7. My finding on the above Issues are :—

- (4) The Bank of Baroda Employees' Trade Union Congress is competent to espouse the cause of the workman.
- (5) Industrial dispute exists.

REASONS

Issue Nos. 4 and 5

8. Issues Nos. 4 and 5 are being tried as preliminary Issues. It was urged by the learned Advocate for the Union that all the Issues should be tried simultaneously and no issues should be tried as a preliminary Issue. Now, in case the Issues Nos. 4 and 5, namely, whether the Union in question, is competent to espouse the cause of the above said work-

man, and whether an industrial dispute exists between the parties or not, come to be decided against the Union, then the further hearing of the case will be of no use, and there will be only wastage of time in case all the Issues are tried simultaneously. It is, therefore, absolutely essential and also advisable that Issues Nos. 4 and 5 be tried as preliminary Issues. Hence the Issues Nos. 4 and 5 are being tried as preliminary Issues.

9. The industrial dispute in the present case has been raised by the Bank of Baroda Employees Trade Union Congress, and the statement of claim has also been filed by the Secretary of that Union Congress. According to the learned representative for the Bank Management, the said Union is a minority Union, and that the majority Union is the Bank of Baroda Employees' Federation, which has got 80 per cent of the membership, that the said majority Union has no grievance against the action taken by the Bank Management against the said workman, that All India Bank Employees Federation of which the said workman is a member, has no grievance in the matter, and as such the said Bank of Baroda Employees Trade Union Congress i.e. the minority Union is not competent to raise the industrial dispute in the matter. Reliance is placed on behalf of the Bank management on the definition of the term industrial dispute as defined under Section 2(k) of the Industrial Disputes Act. As per Section 2(k) industrial dispute means any dispute or difference between employers and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person. Therefore, according to the learned representatives of the Bank management, the dispute must have been between the employers and the workmen i.e. the workmen as a class, thereby meaning that the workman through a majority Union should espouse the industrial dispute. However, in this connection the provisions of Section 2-A of the said Act cannot be ignored. As per Section 2-A of the said Act, where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute, notwithstanding that no other workman, nor any Union of workmen, is a party to the dispute. It is thus quite clear from the provisions of Section 2-A of the said Act that an industrial dispute can be raised even by a single workman without the aid of any other workmen or any Union.

10. It may be noted that this Section 2-A has been inserted in the Industrial Disputes Act by the amendment Act 35 of 1963. Therefore, the case law on the point whether the minority Union is competent to espouse the cause of action on behalf of the workman of the period prior to 1963, will be of no use. Therefore, in case, as per the provisions of Section 2-A of the Act, even a single workman can raise an industrial dispute, it is quite clear that even a minority union is quite competent to raise an industrial dispute on behalf of that workman. It was further urged on behalf of the Bank management that there is nothing on record to show that the said minority Union was authorised by the members of that Union by passing the necessary resolution to raise the industrial dispute in question before this Tribunal. However, it will be presumed that official (and judicial) acts have been performed in the ordinary course of business. As the present reference has been made by the Central Government at the instance of the said minority Union, and as the statement of claim has also been filed by that Union. It will be presumed that it has been duly authorised by the members of that Union to raise the industrial dispute in the matter. The present dispute between the workman and the Bank management relates to the non-employment or the terms of employment, or about conditions of labour. According to the workman, he could have been continued in service for two years more, while according to the Bank management, the workman was retired on the proper date on his completion of 60 years of age. As such an industrial dispute certainly existed/exists between the Bank management and the workman. In the result, the finding on Issue No. 4 is that the Bank of Baroda Employees Trade Union Congress of which the said workman is a member, is competent to espouse the cause

of the workman. Finding on Issue No. 5 is that an industrial dispute existed/exists, between the parties.

P. D. APSHANKAR, Presiding Officer
[No. L-12012/275/85-D.II(A)]

का आ. 1802:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन के संबंध नियोज्जकी और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण चौबीसवें के पंचपट को प्रकाशित करती है, जो केंद्रीय सरकार को प्राप्त हुआ था।

S.O. 1802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Oriental Bank of Commerce and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. I.D. 54/86

PARTIES :

Employers in relation to the management of Original Bank of Commerce.

AND

Their workman : Mohinder Pal Singh.

APPEARANCES :

For the workman: -Shri T. C. Sharma.

For the management:—Shri Jagat Arora.

INDUSTRY : Banking.

STATE : Punjab.

AWARD

Dated, the 23rd May, 1989

On a dispute raised by Mohinder Pal Singh against Oriental Bank of Commerce, Central Govt. had vide No. L 12012/147/85-D IV(A) dated 20th August, 1986 referred the following dispute to this Tribunal for decision :

"Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Mohinder Paul Singh, son of Shri Lakhbir Singh, Peon/workman, Over rock Road, Millerganj Ludhiana Br. w.e.f. 2-10-1983 is justified? If not, to what relief is the workman concerned entitled?"

2. Case of the petitioner as set out in the claim statement is that he had worked for 89 days from June to Sep. 1983 and his services were illegally and arbitrarily terminated on 25-10-1983 by the Bank authorities without charge sheet, notice or inquiry and no order of termination was issued to him. He stated further that after his illegal termination, the management has appointed large number of persons, without affording any opportunity to the workmen. He contends that termination of his services is violative of Section 25-F, G, H of the Industrial Disputes Act 1947 and rules framed thereunder and that mandatory provisions of Sastri Award and Desai Award also been violated. He has prayed for reinstatement with full back wages and continuity of service.

In its answer filed, the management took preliminary objection that the claim is liable to be rejected as the petitioner is guilty of laches. On merits it is pleaded that petitioner had worked as temporary employee for total period of 54 days against leave vacancy caused by the absence of permanent regular staff of bank. This arrangement came to an end by afflux of time and there was no question of termination of his services by the management or holding of any inquiry after serving him with charge sheet. It is pleaded that since

petitioner had not completed 240 days of service in any calendar year he is not entitled to benefits available under section 25F, G&H of Industrial Disputes Act, 1947.

4. Parties were allowed opportunity to lead evidence and they availed the same. Mohinder Pal petitioner filed his affidavit Ex. W1 reiterating the allegation made in the statement of claim. During his cross-examination he admitted that earlier to the present reference, he had raised a dispute before the Assistant Labour Commissioner Jammu and Chandigarh but did not attend the proceedings. In rebuttal the management filed affidavit Ex. M1 of Kishan Chand the then branch manager who solemnly affirmed that during the period June to October 1983, the workman had worked in all for 54 days as shown in attendance register photo-copies of which are Ex. M1 to M4. He deposed that temporary engagement of the petitioner was on account of leave vacancy arisen because of leave granted to the regular staff. During his cross-examination he admitted that no service book of the workman was maintained and no appointment letter was given to him. He has explained issuance of wrong certificate to the petitioner for having worked for 69 days by stating that working of 215 days of his namesake Mohinder Singh was wrongly included.

5. The evidence on the file shows that workman had only worked for 54 days as under :

June 1983—10 days

July 1983—11 days

August 1983—14 days

October 1983—19 days

It is none of the case of the petitioner if he had completed 240 days of service in a calendar year with the Bank. Workman has sought the relief of re-instatement on the ground of termination of his services in violation of provisions of Section 25-F, G, H of the I.D. Act read with rule 76 to 78 of Industrial Disputes (Central) Rules 1957. Ld. Rep. of the workman submitted that termination of the workman was illegal as no domestic enquiry was held against him and no order of termination was given by the management to the workman. Moreover the management appointed large number of persons after illegal termination of the workman but it did not give any opportunity of re-employment to the workman as required under section 25H of the I.D. Act 1947. He has referred me to para 516 of Sastri Award between certain Banking companies and their workman, where it is laid down that in case of every employee whether he is temporary employee, a probationer or a permanent employee, a service book should be maintained. He had also referred me to para 522 of the Sastri Award wherein it is provided that services of any employee other than permanent employee or probationer may be terminated after 14 days notice and orders relating to discharge or termination of services shall be in writing. Relying upon the said paras the Id. Counsel for the workman submits that since admittedly no service record of the workman was maintained and the petitioner was not served with 14 days notice and no written order of termination was passed, there has been violation of the mandatory provision of paras 516 and sub para 4 and 5 of para 522 of the Sastri Award and in this way of the matter, order of termination of service is illegal and the petitioner is entitled to re-instatement with full back wages. He has relied upon case of Hindustan Tin workers of Private Ltd Vs the Employees of M/s. Hindustan Tin workers of Private Ltd. and others (1979) 2SCC page 80 wherein Supreme Court has held that where the workman has been illegally terminated, the re-instatement being the normal rule it will follow with full back wages. He has also referred me to case of Gurdarsha Singh & Others State of Pb. 1983(1) Service Law Reporter page 570 wherein Pb. & Hry. High Court has held that in the absence of any statutory rules and regulations the employment of the public employee can not validity be terminated without due enquiry and in accordance with the rules of natural justice he has also cited case Textile Committee Vs. K. A. Malani 1983 (1) Service Law Reporter 416 wherein relying upon the decision of the Supreme Court in case of Sr Supdt. R.M.S. Coching and others Vs. K. V. Gopi Nath AIR 1972, Supreme Court 1987 Bombay High Court has conformed that to be effective the termination of service has to be simultaneous with the payment to the employee of whatever is due to him. No doubt in the instant case there has been retrenchment but the re-

trenchment can be considered illegal only if there has been non-compliance with the provisions of Section 25F and G.

When confronted with the fact that the workmen had not completed 240 days of service in a calendar year so as to entitle him the benefit of Section 25F of the I.D. Act 1947, Ld. Counsel for the workman submits that even if workman is not entitled to the benefit of provisions of Section 25F, he is entitled to the relief of re-employment U/s. 25H of the I.D. Act. He has referred me to the case of Rajbir Singh and ors. Vs. State of Haryana and ors. 1983(1) service Law Reporter page 38 wherein a Division Bench of Punjab and Haryana High Court has held that even if the workman has been validly retrenched he is entitled to benefit of section 25H for preferential treatment of re-employment if after retrenchment a vacancy similar of comparable post occurs in the given establishment. He has also referred me to case of Newshahr Central Co-operative Bank Ltd. Vs. Presiding Officer Labour Court Jalandhar and another 1980(3) Service Law Reporter 358 wherein Punjab and Haryana High Court has held that Section 25-H is wide enough to cover cases of retrenched employees recruited for specific period on ad hoc basis. That was a case of ad hoc employee who had been employed for fixed period. In the case in hand the employment for few days in the month from June 1 to October 1983 and in all for 54 days, shows temporary engagement of the petitioner as a casual worker. There is sworn testimony of the branch manager that the workman had been appointed in leave arrangement. There is no evidence on the file to show that if after dispensing with casual employment of the petitioner, any peon was appointed in the Millar Ganj branch of the Bank. The petitioner is thus not entitled to the benefit U/s. 25-H of the Industrial Disputes Act, 1947.

Learned Council for the workman has next argued that the order of termination of service is also illegal on the ground that there has been violation of the provisions of Sastri Award in as much as no service record of the employee which was required to be maintained under para 522 of the Sastri Award was maintained and at the same time 14 days notice as envisaged under sub para 4 of para 522 was not given. Moreover no order relating to discharge/termination of service which was required to be passed in writing under sub para 5 of para 522 of the Sastri Award was passed. It is an admitted case of the parties that no service record was maintained, the petitioner was not served with 14 days notice and no order in writing relating to discharge or termination of services was passed. Question arises whether non-compliance of the provisions of para 516, and sub paras 4 & 5 of para 522 of the Sastri Award renders termination of services of the petitioner as illegal? Learned counsel for the workman contends that provisions of the Sastri Award are mandatory. In reply to his arguments, learned counsel for the management has argued that the Sastri Award has no statutory force. In support of his arguments he has referred me to case between K. M. Mukherjee and Secy. & Treasurer, State Bank of India, and others 1967 F.L.R. wherein Calcutta High Court has taken the view that Sastri Award and Dasai Awards are given by statutory Tribunal and the award given have no more statutory force than decree of Civil Court. He has also referred me to case of State Bank of India, Vs. M. V. Raval 1981(1) SLR Page 831 wherein Gujarat High Court has taken a view that breach of the recommendation of the Sastri Award can not be equivalent to breach of mandatory provision of law. It has been held in this case that non-serving of 14 days notice as recommended under para 22 of Sastri Award is not fatal and does not render order of termination of services void-ab initio. In view of the ratio of the said two authorities, the non compliance with the recommendations of the Sastri Award does not render the order of termination of services illegal. In the instant case there was violation of the Sastri Award in as much as no service record was maintained, no order relating to discharge/termination of services of the petitioner was passed and the petitioner who was a casual employee was not served with 14 days services before dispensing with his services. Since recommendation of the Sastri Award are not mandatory, the petitioner is only entitled to claim wages in lieu of 14 days notice and nothing more. Mohinder Pal Singh petitioner is not entitled to re-instatement for commission on the part of the Respdnt. in not serving him 14 days notice before dispensing with his service.

The reference is returned with the findings that action of the management of Oriental Bank of Commerce in terminating the service of Mohinder Pal Singh w.e.f. 25-10-1983 is justified. He is however entitled to wages in lieu of notice of 14 days.

M. S. NAGAR, Presiding Officer
[No. L-12012/147/85-D.IV(A)]

नई दिल्ली, 6 जुलाई, 1989

का. आ. 1803.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनाईटेड बैंक आफ इंडिया के प्रबंधन के संबंध निरीक्षणों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहाटी के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 6th July, 1989

S.O. 1803.—In pursuance of Section 17 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Guwahati as shown in the Annexure in the industrial dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, ASSAM, GUWAHATI

Reference No. C-2 of 1987

In the matter of an Industrial Dispute :

BETWEEN

The Management of United Bank of India, Central Assam Region, Guwahati.

AND

Their workmen represented by Secretary, United Bank of India Employees Association, Regional Office Unit, G. N. B. Road, Guwahati-1.

AWARD

As a result of the dispute arising between the management of United Bank of India, Central Assam Region, Guwahati and their workmen represented by the Secretary, United Bank of India Employees Association, Regional Office Unit, Guwahati the following points were referred to the Industrial Tribunal Assam at Guwahati for adjudication, vide Central Government Notification No. 12012/413/86-D.II(A) dated 17th July, 1987 under section 10(1)(d) of the Industrial Disputes Act, 1947 as amended upto date :—

“Whether the action of the management of United Bank of India, Central Assam Region, Guwahati, in effecting recovery of Rs. 50 P.M. w.e.f. October, 1985 from Shri Satish Chandra Kumar, Sub-staff is justified? If not, to what relief is the concerned workman entitled?”

On receipt of the reference notices were issued to the parties to file their written statements in support of their respective cases. Both the parties received notices in time. On being called upon, the parties have submitted their written statements and in course of hearing the management have examined two witnesses. The workman have not examined any witness.

Admittedly on 23rd August, 1977 a sum of Rs. 5,000 was lost from the cash counter of United Bank of India, Guwahati Branch. Further it is an admitted fact that on 23rd August, 1977 one Nitai Ray was serving as cashier and Satish Kumar was peon in charge of the said cash counter wherefrom the money was lost. As per rules both cashier and the peon who handles cash are responsible for any loss or shortage in the counter. After detection of this shortage of Rs. 5,000 from the cash counter in which both Satish Kumar and Nitai Ray were working on 23rd August 1977 management lodged an F.I.R. with this police. Police registered a criminal case and proceeded against the alleged offenders Vide G.R. Case 3264/77.

Management on their part proceeded departmentally by invoking the provisions of bipartite settlement arrived at between the bank management and workmen. As per clause 19.12(e) of bipartite settlement, inquiry need not be held if (i) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal.

In the instant case, due to negligence of both cashier and peon bank management suffered a loss of Rs. 5,000 on 23rd August, 1977. This negligence or misconduct is of such nature, if proved, the punishment to be awarded is either discharge or dismissal of the concerned employee. In this instant case bank management did not intend to award the punishment of discharge or dismissal of workmen Satish Kumar and Nitai Ray, so they adopted and applied the provision laid down in clause 19.12(e) of the bipartite agreement arrived at between the management and workmen. As per provision of the said clause no domestic enquiry is needed if punishment awarded is not discharge or dismissal of the workmen. In the instant case management did not discharge or dismissed the concerned workmen Satish Kumar from service and ordered for recovery of the lost amount (Rs. 5,000) from both Nitai Ray the cashier and Satish Kumar the peon who were jointly responsible for the loss. Nitai Ray paid 75 per cent of the lost amount and bank recovered 25 per cent (Rs. 1125) of the lost amount from Satish Kumar at the rate of 50 per month. Workman in his written statement contended that as no departmental enquiry was held and workman was not given any chance to defend his case, the recovery order is arbitrary and against the principle of natural justice. But as discussed above I find management did not intend to discharge or dismiss the delinquent workman from service for his misconduct, so applied the clause 19.12(e) of the bipartite agreement and as per provisions of the said clause no departmental enquiry was held. I do not find any force in the averment made by the workmen and for that the recovery order was against the principle of natural justice and workman was deprived from exercising his right to defend himself.

Workman in his written statement para 9 award that criminal court acquitted him on 14th November, 1979 in G.R. Case No. 3264/77 u/s. 408/34 I.P.C. and held that Satish Kumar is not guilty of misappropriation of Rs. 5,000 on 23rd August, 1977. According to him, this acquittal order is a clear proof of his innocence and as such he is not liable to be punished for the same alleged offence by the management. Learned Counsel for the management argued that acquittal is not a bar for any departmental proceeding. He relied on 1966 L.L.J. (Guzrat) 55. In the above noted case. Their Lordships held that "There cannot be any constitutional bar to the departmental enquiry being held on the termination of a criminal proceeding in favour of the delinquent. In para 2. Their Lordships further held that the two proceedings departmental and criminal are entirely different in nature and operate in different fields and have different objectives". In the instant case criminal proceeding was for an alleged criminal act i.e. misappropriation of bank money. Subsequent departmental action was for misconduct committed by the delinquent on 23rd August, 1977 while discharging his assigned duty. So I find subsequent departmental action taken against the delinquent applying clauses 19.12(e) of bipartite settlement was not violation of any principle of natural justice and was done rightly.

Hence I find bank management was justified in their action in effecting recovery of Rs. 50 per month. In view of the above finding I find the workman is not entitled to any relief. I give this Award on this 7th day of June, 1989 at Guwahati under my hand and seal.

D. N. HAZARIKA, Presiding Officer
[No. L-12012/413/86-D.II(A)]

नई दिल्ली, 10 जुलाई, 1989

का. प्र. 1804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-89 को प्राप्त हुआ था।

New Delhi, the 10th July, 1989

S.O. 1804.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank and their workmen, which was received by the Central Government on the 3rd July, 1989.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 15 of 1987

In the matter of dispute between .

The General Secretary,
U. P. Bank Employees Union,
165-Sobatibagh,
Allahabad.

AND

The Regional Manager,
Punjab National Bank
Regional Office,
Betia Hata,
Gorakhpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/29/86-D.IV(A) dated 20th January, 1987, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Punjab National Bank in relation to their Vikramajot Branch in imposing punishment of stoppage of one increment with cumulative effect vide order dated 27th August, 1984 and punishment reducing basic pay to the next lower grade vide order dated 21st September, 1984 on Shri D. P. Singh, Special Assistant is fair just, and legal. If not, to what relief the workman concerned is entitled?"

2. In the instant case neither the workman nor any one else appeared from the side of the workman, the case is fixed for cross examination of the workman and it is the second date.

3. As such it appears that the workman is not interested in contesting the case.

4. In the circumstances of the case a no claim award is given against the workman.

ARJAN DEV, Presiding Officer

[No. L-12012/29/86-D.IV(A)]

का. प्र. 1805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-6-1989 को प्राप्त हुआ था।

S.O. 1805.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank and their workmen which was received by the Central Government on the 30th June, 1989.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 23 of 1988

In the matter of dispute between :

Sri Kishan Narain,
C/o Sri R. K. Pandey,
67/99, Lalkuan,
Lucknow

...Applicant.

AND

Zonal Manager,
Punjab National Bank,
Ashok Marg,
Lucknow.

... Opp. party.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/409/87-D. II(A) dated 2nd March, 1988, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Hindustan Commercial Bank Ltd. now amalgamated with Punjab National Bank in terminating the services of Shri Kishan Narain w.e.f. 19th November, 1982 is justified? If not, to what relief is the workman entitled?"

2. In the instant case first date for filing affidavit evidence was 9th February, 1989. After that on some dates i.e. 9th March, 1989, 5th April, 1989 and 24th May, 1989 Shri R. K. Pandey one or the other pretext sought time to file affidavit evidence from the side of the workman. On 17th May, 1989 none appeared from the side of the workman to file affidavit evidence similar is the case when the case was finally taken up on 24th May, 1989.

3. Thus from 9th February, 1989 till 24th May, 1989 no affidavit evidence has been filed by the workman. It seems that the workman is not interested in prosecuting the case. As such a no claim award is given in the case.

ARJAN DEV, Presiding Officer
[No. L-12012/409/87-D. II(A)]

का.अ. 1806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकटित करती है, जो केन्द्रीय सरकार को 30-6-89 को प्राप्त हुआ था।

S.O. 1806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 30-6-1989.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 49 of 1988

In the matter of dispute between :

Shri B. L. Mehrotra C/o Shri O. P. Nigam UPBE
Congress 295/387 Dindayal Road Ashrafabad
Lucknow.

AND

The Regional Manager Allahabad Bank Hazaratganj,
Lucknow.

APPEARANCES :

Shri M. K. Verma, authorised Rep.—for the Management.

Shri O. P. Nigam, Authorised Rep.—for the workman.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/407/87-D.II (A), dated 20-4-88, has referred the following dispute for adjudication to this Tribunal.

Whether the action of management of Allahabad Bank in terminating the services of Shri B. L. Mehrotra, clerk-cum-Cashier, Aishbagh Branch by way of immature retirement w.e.f. 8-3-86, was justified? If not, to what relief the workman entitled?

2. The admitted facts are that consequent upon the Award of this Tribunal in I. D. No. 139 of 1981, the workman was reinstated in the service of the bank. However, before joining the service of the bank he was called upon to submit medical certificate of his fitness. On submission of medical certificate of fitness he joined the service of the bank as cashier in the Aishbagh Branch, Lucknow, on 30-11-85. In the medical certificate the Bank's Doctor noted his date of birth as 20-12-26. Late Shri Murari Lal Mehrotra, the real younger brother of the workman was also in the service of this very bank and he retired at the age of 60 years on 31-7-86. At the time of retirement he was working in the Aminabad branch Lucknow of the Bank. By means of letters dated 12-2-86 and 17-2-86, the bank asked the workman to furnish his date of birth, educational qualifications etc. These letters were replied by the workman on 14-2-86 and 21-2-86. In his first reply without complying with the directions of the bank the workman raised certain extraneous issues and by means of his second reply he again evaded the main queries by saying that his advisor was not available. Thereafter, the management by means of the letter dated 7-3-86 retired him w.e.f. after noon on that very day.

3. The workman has set up the case that his date of birth being 20-12-26 he could not have been retired earlier to 31-12-86. He has further alleged that his date of birth given in the medical certificate was confirmed by the bank's doctor. As regards his younger brother he alleges that it is not known how he had shown his age 2 years more while joining the bank. In any case, if the management thought that the date of birth given by him was wrong, the department should have given him a show cause notice and had held a proper departmental inquiry. In his claim statement the workman has referred to several other facts but as they extraneous to the matter in issue, I need not refer to them.

4. The management I deny that the date of birth of the workman is 20-12-26. The management further deny that workman's date of birth was confirmed by the bank doctor. According to the management the medical certificate was required only for verification of the fact whether or not, the workman was medically fit and for no other purpose. It simply showed that the workman was medically fit to join the duty. The management then plead that the date of birth of Shri Murari Lal Mehrotra the real younger brother of the workman as per bank's record was 19-7-26. As soon as the above facts came to the notice of the management, the management wrote letters dated 10-10-85, 8-11-85, 24-1-86, 11-2-86, 12-2-86, 17-2-86 and 28-2-86, inquiring about the date of birth of the workman, finding himself trapped the workman evaded to give replies to the queries made with mala fide intention to continue in the service of the bank even after having attained the age of superannuation i.e. 60 years as will be evident from his replies dated 14-2-86 and 21-2-86. Therefore, on the basis of the facts, the bank was left with no alternative but to retire the workman from bank's service.

5. In support of his case, the workman has filed his own affidavit and in support of their case, the management have filed the affidavit of Shri S. K. Malviva, an officer of the Bank. Both sides have also relied upon a number of documents filed by them.

6. Let us first see whether or not, the workman had already attained the age of 60 years on 7-3-86. The

management evidence is not at all based on any personal knowledge about the date of birth of the workman. The management has simply relied on circumstances which have come to be established in the case on evidence. The burden of proof on the point that his date of birth is 20-12-1926, is on the workman.

7. There is no documentary evidence, from the side of the workman to prove that his date of birth is 20-12-26. He has placed reliance on his own testimony and the date of birth as noted by the bank doctor in the medical certificate. The doctor cannot be said to have any personal knowledge about his date of birth. The date of birth as given in the medical certificate therefore will be presumed to have been declared before the doctor by the workman himself. In the circumstances, the workman will have to prove independently that his date of birth is 20-12-1926.

8. In his affidavit, the workman has given his date of birth as 20-12-1926. But from the statements made by him in his cross examination it could be safely inferred that he was over 60 years of age on 7-3-86.

9. In para 4 of his statement, in cross examination he has deposed that he is the eldest of all the issues of his father. His father had 8 children out of which two are dead. Younger to him is his sister and younger to his sister was his brother late Shri Murari Lal Mehrotra. His sister was younger to him by two years and similarly his younger brother late Shri Murari Lal Mehrotra was younger to his sister by two years. It, therefore, follows that his younger brother late Shri Murari Lal Mehrotra was younger to him by 4 years. In para 5 of his affidavit, the management witness has deposed that the date of birth of Shri Murari Lal as per bank's record is 19-7-1926 and that he retired from bank's service on 31-7-86. In para 14 of his statement in cross examination the workman has admitted that late Shri Murari Lal Mehrotra retired at the age of 60 years. All the above facts when considered together thus go to show that on 7-3-86, the workman was about 64 years old.

10. In para 7 of his statement in cross examination the workman has deposed that his father died in the year 1976 and that at that time he was 51-52 years old. This also goes to show that he was about 61-62 years old at the time of his retirement. The authorised representative for the management Shri M. K. Verma, has tried to prove the management contention from some other facts deposed to by the workman in his cross examination. In para 10 of his statement in cross examination at first the workman said that he was about 22 years old at the time of his marriage but immediately thereafter he said that he was 20 years old at that time. It further appears from his statement made in the said paragraph that he had 4 issues, one son and 3 daughters. His son is the eldest of all the 4 children. He has given the present age of his son as 40 years. According to him his son was born after 5-7 years of his marriage. Considering all these facts collectively the age of the workman would come to nearly about 67 years on the date of his cross examination i.e. on 8-2-89 and 64 years at the time of his retirement. In para 9 of his statement he has deposed that he came to know about his date of birth from his mother and that he noted it down on a calendar. The calendar is however not with him. He is a person who does not know the dates of birth of any of his children vide his statement in para 10 of his cross examination. A man who does not know the dates of birth of his children is least expected to know his date of birth in the absence of any document.

11. In para 22 of his claim statement he has alleged that he and his real younger brother late Shri Murari Lal Mehrotra had not read in any school. To me it does not appeal to mind at all. He has signed the claim statement in English. He has also put his signatures on all pages of the recorded statement of his cross examination in English. Ext. M-10 is the photostat copy of the reply dated 14-12-86 given by the workman to the Manager, Allahabad Bank Aish Bagh Branch, Lucknow. It is a hand written letter in English with the signatures of the workman appearing in English. The authorised representative for the workman has simply admitted the signatures of the workman on this document but the document as a whole has been admitted by the workman in para 9 page 5 of

his rejoinder. Then in para 1 at page 2 of his claim statement he has referred to his permanent appointment in the clear vacancy of Cashier in the Aishbagh Branch of the Bank. Looking at these facts, it is beyond comprehension that he had not taken any education in any educational institution. It appears to me that such a stand has been taken by him deliberately so that he might not be asked to produce certificate from educational institution in proof of his age.

12. Thus from the above evidence and circumstances it is fully established that the workman was over 60 years of age on 7-3-86. During the course of his arguments it was contended by Shri Nigam auth. representative for the workman that once his date of birth as noted in the medical certificate was accepted by the bank, the bank could not have sought its alteration without giving the workman a proper opportunity to explain it. In the above contention I do not find any force. Ext. M-3 is the copy of letter dated 19-8-85 from the Regional Manager to the workman to get himself medically examined by bank's doctor. In it in the proforma of the medical certificate there is a column about the date of birth but it cannot be taken that the medical certificate was being taken for the purposes of his date of birth as well. This will be evident from the further correspondence which the management bank has filed in this case.

13. Ext. M-5 is the copy of letter dated 10-10-85 from the R.M. to the Manager Aishbagh Branch Lucknow directing him to obtain from the workman information about his educational qualifications and certificates showing his date of birth. Similarly letters were written by the Regional Manager to the said manager on 8-11-85 copy Ext. M-13, 24-1-86 copy Ext. M-6, 11-2-86 copy Ext. M-7. Ext. M-14 is the copy of letter dated 12-2-86 from Regional Manager to the workman on the above points and Ext. M-8 is the copy of letter dated 17-2-86 from the Regional Manager, to the workman in this regard. The receipt of these letters has not been denied by the workman. Ext. M-10 and Ext. M-15 are the copies of replies dated 14-2-86 and 21-2-86 given by the workman to the Manager Allahabad Bank Aish Bagh Branch Lucknow. By means of both these letters he evaded to furnish information demanded by the management. In his reply dated 14-2-86 he raised certain extraneous matters.

14. Thus the conduct of the management goes to show that the date of birth as given in the medical certificate was never accepted by the management and the workman on his part failed to inform about the date of his birth and educational qualifications to the management deliberately. In the circumstances it does not lie in the mouth of the workman to say that he was not given any opportunity to show cause against the date of birth declared by him before the bank's doctor.

15. During the course of his argument Shri O. P. Nigam authorised representative for the workman has cited a few rulings in support of the case of the workman. I have gone through these rulings and find that these rulings have no application to the facts of the present case. Rulings are—

1. Central Bank of India V. State of I & K (1968) II LLJ 646.
2. Sarjoo V. G.M. and another (1981) II LIT (SC) 380.
3. Tiwan Kishore V. Delhi Transport Corporation and another (1981) I LIT 271 SC.
4. Ranjeet Kumar Chatterjee V. Union of India and others (1984) I LIT 402 (Cal.)
5. S. C. Mehta V. Union of India (1984) II LIT 354 Delhi.

16. In the first case the issue involved was whether the order of discharge passed by the employer was in fact discharge simpliciter or it amounted to dismissal which had put on the cloak of a discharge simpliciter. It was a case of a clerk appointed as probationer for 6 months and who before the expiry of the probationary period was served with a cash order equivalent to one month's salary.

17. The second ruling is on the point whether or not it was open to employer to change or alter the date of

birth of an employee once accepted by the employer without giving an opportunity to him to question the same. In the present case we have found that there is no evidence that the date of birth declared by the workman before the doctor and noted by the doctor in his medical certificate was ever accepted by the management. Rather from the facts it appears that the medical certificate was required by the management with a view to find out whether or not the workman was medically fit. Further the correspondence which emanated from the management side showed that soon after the submission of the medical certificate the management was inquiring from the workman about his educational qualifications and date of birth etc. So this ruling too has no application to the facts of the present case.

18. The third and fourth rulings were given in cases where medical Board was constituted to find out the approximate age of the employee. So these two rulings also do not apply to the facts of the present case.

19. The last ruling was given in a case of compulsory retirement.

20. Thus from the above discussion of the evidence and circumstances, I find that the workman was rightly retired w.e.f. 8-3-86, as he had already crossed 60 years of age which is the age of superannuation in the bank's service. Hence, he is not entitled to any relief.

21. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/407/87-D.II (A)]

का आ. 1807.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियंटल बैंक ऑफ कॉमर्स के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 30-6-89 को प्राप्त हुआ था।

S.O. 1807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Oriental Bank of Commerce and their workmen, which was received by the Central Government on the 30-6-89.

BEFORE SH. ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, KANPUR.

Industrial Dispute No. 17 of 1988

In the matter of dispute :

BETWEEN

State Vice President,

U. P. Bank Employees Congress,
295/387 Ashrafabad,
Din Dayal Road,
Lucknow.

AND

A.G.M. Oriental Bank of Commerce,
Regional Office,
Nawal Kishore Road,
Hazaratganj,
Lucknow.

AWARD

1. The Central Govt. Industrial Tribunal cum Labour Court, Kanpur, has been referred the following reference for adjudication by the Ministry of Labour, New Delhi, vide its notification No. L-12012/106/86-D. IV(A) dated 12-2-88.

Whether the action of the management of Oriental Bank of Commerce, Faizabad, in respect of Shri R. H. Tiwari, was harsh in issuing their order

dt. 27-9-85, and in violation of para 19.5 of the First Bipartite Settlement dated 19-10-66? If not, to what relief is the workman entitled?

2. The admitted facts are the Sh. R. H. Tiwari, who was working as Daftari in the Faizabad Branch of the Bank was served with a chargesheet dt. 31-8-82/14-9-82. The charges were that he had refused to serve water to the staff; that he had refused to use the cycle for official work; that he had refused to accept the delivery of certain letters and that he had assaulted Sh. Basudeo, a peon posted in the said branch and had used the following words against him;

TUM KYA SAJE HAMAREY MANAGER LAGE HO
MAR JOOTON KE TUMHARA SAR PHOR DOONGA

The inquiry was entrusted to Sh. K. L. Gupta, Asstt. R. M. Regional Manager Office, Lucknow. The Enquiry Officer concluded enquiry proceedings on 18-10-82.

3. On 18-7-83, the workman was served with another chargesheet. The charge was that by means of his undated letter he had made imputations against Senior Bank Officers which he could not sustained when called upon to do so. The second inquiry was also entrusted to Sh. K. L. Gupta.

4. Sh. Gupta, gave his findings in respect of the two chargesheets on 11-6-85, and held the charges proved. Thereafter, Sh. Surendra Mohan Assistant Manager (Personnel) issued a notice to the workman to show cause why on the basis of the findings given by the Enquiry Officer, the special allowance which he had been getting as Daftari should not be withdrawn. On 24-7-85, the disciplinary authority confirmed the proposed punishment against the workman. The workman filed an appeal against the order of punishment but the same was dismissed and he was informed about it by means of letter dt. 27-9-85 issued to him by Dy. Chief Manager Personnel.

5. The case of the workman was espoused by U.P. Bank Employees Congress (hereinafter referred to as Union). The Union's case is that the workman was one of its active member and had been exposing the anti labour actions of the Branch Manager, who was prejudiced against him. In order to teach the workman a lesson the Branch Manager fabricated reports involving him in false charges with a view to get him punished. The Union further alleges that both the chargesheets were vague. The Enquiry was not held fairly and properly by the Enquiry Officer in accordance with principles of Natural Justice. Although the E.O. concluded the proceedings in respect of the first charges on 18-10-82, he gave no findings and waited till the second chargesheet was served on the workman. Despite the fact that the charges were not proved the E.O. gave findings holding the charges as proved. The E.O. did not allow the workman to have the necessary documents, nor did he allow him to cross examine the bank's witnesses effectively. The workman was charged under para 19.5(c) and para 19.5(e) which did not relate to the charges with which the workman was charged. Lastly, the Union has alleged that the punishment awarded to the workman was harsh and disproportionate.

6. The management plead that the charges levelled against the workman were very specific and were in accordance with the provisions of bipartite settlement. The charges were established in the domestic inquiry and suitable punishment was awarded to the workman. Since the punishment of dismissal or discharge has not been awarded to the workman, the provisions of section 11-A of the I.D. Act, are not attracted. During the first inquiry, the workman was represented by Sh. Radhey Shyam Pandey while in the second inquiry he was represented by Sh. Ashutosh Mishra, Joint Secretary of the Union which has raised the dispute. The Enquiry Officer, was a very highly placed official and a Senior Executive of the Bank with multifarious duties to perform. Before he could submit his findings in respect of the charges contained in the first chargesheet, the workman was served with another chargesheet. From the procedure adopted it cannot be said that any prejudiced was caused to the workman or Enquiry Officer acted in a prejudicial manner. The Tribunal has not to examine the findings given by the E.O. as a court of appeal. In fact the E.O. has given cogent and reasonable findings based on evidence. All the relevant documents and witnesses were produced before the Enquiry Officer. The workman failed to show any relevancy of the documents summoned by him. Once, the documents were found not to

be summoned the E.O. was fully justified to reject the prayer for production of documents. The workman made baseless complaint against the higher officials of the bank and as such misconducted himself. It was for him to prove the complaints made by him or to produce supporting material to substantiate his complaints. According to the management the charges were fully covered under the provisions of the bipartite settlement. In appeal, before the appellate authority the workman was represented by Sh. A. K. Jain Vice President, All India Oriental Bank Workers Union. No points were brought out in appeal as warranted a lesser punishment.

7. The management also plead that in case, the Tribunal comes to the conclusion that the domestic inquiry was conducted against the workman was vitiated for reasons whatsoever, the management may be given opportunity to give evidence to prove the charges before the Tribunal.

8. The Union filed rejoinder controverting the facts alleged by the management in their written statement.

9. On 20-9-88, the following preliminary issue was framed in the case;

Whether the inquiry was conducted fairly and properly against the workman?

Arguments on the preliminary issue were concluded on 25-5-89. While considering the case for giving findings on the preliminary issue, there arose in my mind the question about the scope of the reference. Consequently, I fixed a date i.e. 14-6-89 for hearing the parties. On 14-6-89, I heard Sh. O. P. Nigam, the authorised representative for the Union. The other side could not be heard as none turned up from the other side.

10. It is not denied even by Sh. Nigam that this Tribunal cannot enlarge, the scope of the reference order. From the reference order the following two things come out :—

1. Whether the action of the management in issuing order dt. 27-9-1985 with regard to the workman was harsh and,

2. Whether the said order dated 27-9-85 was in violation of para 19.5 of the first bipartite settlement?

Tribunal had been called upon to examine the question whether the action of the management by means of which the special allowance of daftari of the workman was withdrawn was legal and justified. The word used is HARSH. Therefore, to my mind the tribunal has simply to see whether the punishment awarded to the workman by the management was harsh and was in violation of para 19.5 of the first bipartite settlement or not. The Tribunal has not been called upon to examine the question whether or not the inquiry proceedings in respect of the two chargesheets had been conducted fairly and properly in accordance with the principles of natural justice and further whether or not the findings given by the F.O. are correct. So it will have to be presumed by the tribunal that the charges had been established against the workman. On 14-6-89, when Sh. Nigam was heard on this point he could not satisfactorily show that the scope of the reference order extended beyond what I have stated. All that he could suggest was that the charges being not related to and of the duties performed by the workman as daftari, the special allowance which was being drawn by the workman as daftari could not be withdrawn by the management.

11. Let us first see whether all the charges established or covered by para 19.5 of the first bipartite settlement or not. The second chargesheet specifically mentioned para 19.5(j) of the first bipartite settlement. To my mind also the charge contained in the second chargesheet is fully covered by the said para 19.5(j). By making false allegations against the senior officials, which he could not establish the workman could be deemed to have indulged in acts prejudicial to the interest of the Bank.

12. First chargesheet referred to charges relating to his refusal to serve water to the staff, to use cycle for official work, receive letters addressed to him and to assault made by him on the peon and use of filthy language against the said peon. At least the charge relating to assault and use of

filthy language is fully covered by para 19.5 (c) of the first bipartite settlement to drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank. I may state here that para 19.5 defines the expression (gross misconduct) and para 19.6 refers to penalties which could be imposed on a workman if he is found guilty of misconduct.

13. In the circumstances it cannot be said that the order of punishment passed by the disciplinary authority and confirmed in appeal by the appellate authority was in violation of para 19.5 of the first bipartite settlement. The next point is whether the punishment awarded was harsh, it has been rightly pointed out from the side of the management that the punishment being not one of discharge or dismissal it cannot be interfered with under sec. 11-A of the I. D. Act by the Tribunal. The Submission made by Sh. O. P. Nigam, is that since none of the charges related to any of the duties of the workman as daftari, the special allowance which he was drawing could not be withdrawn, seems to be devoid of any force. After the award of punishment I don't think that the management could be taken from him the duties of daftari and if despite the award of punishment the workman has been allowed to perform the duties of daftari, the workman could certainly seek his remedy before the appropriate forum.

14. Accordingly the reference is answered against the workman. Union and the workman is held entitled to no relief.

ARIAN DEV, Presiding Officer
[No. L-12012/106/86-D.IV(A)]

क.प्र. 1808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबन्धन के संबंध में नियोजकों और उनके कर्मकों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई, के पंचपट को प्रकटित करती है, जो केन्द्रीय सरकार को 4-7-89 को प्राप्त हुआ था।

S.O. 1808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on the 14-7-1989.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/38 of 1987

PARTIES :

Employers in relation to the management of Bank of Maharashtra

AND

Their workmen.

APPEARANCES :

For the Employer—Shri Nijampurkar R.M. Officer.

For the Workmen—Shri Karmarkar Vinayak D. General Secretary, Bank of Maharashtra Karmachari Sangh.

INDUSTRY : Banking STATE : Maharashtra
Bombay, the 14th June, 1989

AWARD

The Central Government by their order No. I-12011/51/87-D.IV (A) dated 18-8-1987 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the Chairman and Managing Director in treating the employees, who participated

in agitation and Dharna from 3-6-85 to 8-6-85 as unauthorisedly absent in spite of their having applied for casual leave is proper and justified? If not, to what relief the employees are entitled?"

2. The case of the Bank of Maharashtra Karamchhari Sangh (hereinafter referred to as the Union) as disclosed from the statement of claim filed by the General Secretary of the Union (Ex. 2/W), in short, is thus :—

The Bank of Maharashtra is a nationalised bank and the service conditions of bank employees are governed by Sasri and Desai Awards and various Bipartite Settlements entered into from time to time. The said Awards and Settlements are mandatory and binding on the Bank management. The Bipartite Settlement of 1966 as mentioned provides for Leave Rules in accordance with the Sasri and Desai Awards. The Union launched an agitational programme during the period from 3-6-1985 to 8-6-1985 for certain unresolved demands. The said programme was to have deputations and demonstrations in front of various branches of the Bank and to observe 'Dharna' on one day in front of Administrative Offices of the Bank. To participate in the agitational programme, some of the members and activists had applied for leave like casual leave and privilege leave during the said period. The Assistant General Manager (Personnel) of the said Bank had issued a circular dated 6-6-1985 instructing all branches/offices of the Bank to take necessary steps/actions including wage deduction against the employees who remained unauthorisedly absent from the duty for participation in agitational programme during the period from 3-6-1985 to 9-6-1985. As per the said circular, Officers of the different branches deducted/withheld the wages of the members of the Union who had applied for leave during the period 3-3-1985 to 8-3-1985. Further the rejection of their leave by the Bank management was not communicated before the members of the Union proceeded on leave. In the Bank of Maharashtra since beginning there is no practice to communicate the sanction in writing of the leave of any kind applied for by the employees, and if the same is not rejected before proceeding on leave, it is presumed that the leave is sanctioned. Therefore, this practice becomes the service condition of the Bank employees. Therefore the action of the Bank in deducting the wages of the members of the Union and treating their absence as unauthorised is unjust and illegal.

3. The Union further alleged thus :—

Para 13.4 of the Bipartite Settlement of 1966 provides that "if leave is refused or postponed, the reason for the refusal or postponement as the case may be, shall be mentioned in the order and copy of the order given to the applicant. Thus, the refusal of the leave is to be communicated to the employees before he proceeded on leave. This was not done in the present case. As per para 13.23 of the said Bipartite Settlement, prior permission is not necessary, and the only thing is that the casual leave should not be taken on frivolous grounds, and application for leave can be filed even on the day of resuming duty after availing the leave. In case the leave is taken without satisfying the requisite conditions or the leave is taken on frivolous grounds then only the absence of the employee can be treated as without pay. Thus, the action of the Bank in question is in contravention of the provisions contained in para 13.27 of the Settlement, and as such it is unjust and illegal. As per para 13.28 of that settlement, "a workman on casual leave shall be entitled to pay and allowances as if he was on duty."

4. The Union further alleged that arranging demonstrations, mass deputations and observing 'Dharna' are the legal and rightful and constitutional means of the Trade Union to agitate against any injustice on the part of the Bank management. Therefore, participating in such agitational programme, that too by applying for leave casual or privilege leave, cannot be treated as unauthorised absence of the

Union members. As such the management cannot refuse the leave to the members of the Union and cannot withhold or deduct wages for one day or more for the said period. The Union further contended that the approach of the Bank management towards the Union in question and other Union amounted to discrimination was a different one. The other Union had launched agitational programme in 1983. At that time the Bank issued a circular dated 15-7-1983 that the absence of the employee on account of full days strike shall be treated as casual leave, if in variance. The circular further stated that in case of two hours strike the Bank members shall work for two additional hours to compensate their absence of two hours and there was no need for deduction of wages. Thus, the Bank management has taken partial view towards the Union in question. The Union, therefore, prayed that the action of the Bank in treating the absence of the employees who participated in agitation and Dharna during the period 3-6-1985 to 8-6-1985 as unauthorised absence, should be treated as unjust and illegal.

5. The Assistant General Manager of the Bank by his written statement (Ex. 3/M) opposed the said claim of the Union, and in substance contended thus :—

Leave cannot be claimed as a matter of right. Further it cannot be said that any prudent employer will grant Casual Leave in an extra-ordinary situation prevailing in the Bank from 3-6-1985 to 9-6-1985. The Bank has to cater to the needs of its customers by providing smooth and efficient service. Therefore, as the Union in question adopted agitational programme, the Bank gave instructions that the leave application of the members should be rejected during the period of agitation. The members of the Union cannot be said to be justified in asking the Casual Leave for their participation in demonstrations. The Union was to give notice of strike to the Bank Management as per the provisions of the Industrial Disputes Act, when it wanted that their member employees should participate in the agitational programme including Dharna etc. The Union has, therefore, contravened the provisions of Section 26 of the Industrial Disputes Act. In case the Casual Leave was to be granted on mass basis, it would have been looked upon as indirectly instigating or abetting the action of the Union to proceed for illegal strike. In fact the Bank management would have been justified in deducting the wages of the period not exceeding eight days as per the provisions of sub-clause 2 of Section 9 of the Payment of Wages Act in respect of the said workmen. The practice of the Bank in not deducting the wages of the employees followed in the past cannot be made applicable in the present case due to unfair labour practice on the part of the Union in question, who gave notice of strike on 12-6-1985 i.e. after the programme of agitation was over. In the past the All India Bank of Maharashtra Employees Federation, which is the majority Union, had given a call for strike on 11-3-1985 for two hours. At that time the Bank had issued circular dated 21-3-1985 to deduct full days wages from the wages of the employees who had proceeded on strike for two hours. Therefore, similar action has been taken by the Bank in respect of the members of the present Union which is in fact the minority Union. The Bank, therefore, lastly contended that the Union in question has no case to complain for not granting Casual Leave to its members who had participated in the agitational programme from 3-6-1985 to 9-6-1985. The Bank therefore, prayed that Award may be passed accordingly.

6. The Issues framed at Ex. 12 are :—

- (1) Whether Casual Leave can be claimed as of right by a workman?
- (2) Whether in the absence of the rejection of the leave before 3-6-1985 by the management of the Bank, the leave applied for from 3-6-1985 to 8-6-1985 can be treated as unauthorised absence of a workman?
- (3) Whether treating the above said leave period as unauthorised absence on the part of the management of the Bank, amounted to the violation of

the provisions contained in the Bipartite Settlement between the said parties ?

- (4) Whether the action of the Chairman and Managing Director in treating the employees, who participated in agitation and Dharna from 3-6-1985 to 8-6-1985 as unauthorised absent in spite of their having applied for casual leave, is proper and justified ?

- (5) If not, to what relief the employees are entitled ?

- (6) What Award ?

7. My findings on the above issues are :—

- (1) No
- (2) No
- (3) Yes.
- (4) No
- (5) As per Award.
- (6) As per Award.

REASONS

8. Shri Anant Mhalu Badekar, Executive Committee Member of the said Union, filed his affidavit (Ex. 13/W) in support of the contentions of the Union. He was cross-examined on behalf of the Bank management. No oral evidence was led on behalf of the Bank management. It is an admitted fact that some of the employees of the Bank had held demonstrations, made agitation etc. outside the different branches of the Bank of Maharashtra from 3-6-1985 to 8-6-1985, and that they held Dharna on 6th instant outside the main office of the Bank at Pune. It is also an admitted fact that the employee who had taken part in the said agitation, had applied for leave on different grounds. Both the parties have relied upon certain provisions of the Bipartite Settlement of 1966 which took place between the employees of the Bank and Bank management, regarding granting of leave etc. So, I will firstly reproduce those provisions.

Clause 13.6—"Leave of all kinds cannot be claimed as of right. When the exigencies of the service so require, discretion to refuse or revoke leave of any description is reserved to the authority granting it, and an employee already on leave may be recalled by that authority when it considers this necessary in the interest of the service.

Clause 13.4—"If leave is refused or postponed, the reason for the refusal, or postponement as the case may be, shall be mentioned in the order and a copy of the order given to the applicant."

Clause 13.5—"No leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned."

Clause 13.23—"Casual leave shall be non-cumulative except as provided in Clause 13.31 under sick leave. Ordinarily the previous permission of the sanctioning authority shall be obtained before taking such leave. When this is not possible, the said authority shall be informed as soon as practicable in writing or if writing is not possible, orally or through any person, of the employee's absence from work, reason thereof and of the probable duration of such absence. In any event a written application shall be submitted to such authority latest on the day the employee resumes duty. In no case will an employee take casual leave on frivolous grounds."

Clause 13.27—"Any absence from duty without satisfying the requisite conditions under which leave may be taken or obtaining such leave on false grounds would justify the bank, after giving the employee an opportunity to explain, in not treating the employee as on casual leave but as being absent without leave on loss of pay and allowances."

Clause 13.28—"A workman on casual leave shall be entitled to pay and allowances as if he was on duty."

9. A number of documents have been produced by the Union as well as by the Bank management. I will refer to those documents which relate to the above said period of agitation. Ex. 15/M is a copy of the circular dated 1-4-1985 issued by the Bank management. It is seen therefrom that the Central Government by notification dated 2/12-1984 declared the Banking Industry as a Public Utility Service for the purpose of the Industrial Disputes Act. Ex. 16/M is a copy of the circular dated 15-5-1985 issued by the Union in question directing all the members of the Union that they should participate in the agitation. It may be noted that this circular clearly stated that the agitational programme would be from the period 3-6-1985 to 9-6-1985 in front of the different Branches of the Bank at Pune on different dates, and before the head office of the Bank on 6-6-1985. Ex. 17/M is a circular dated 6-6-1985 sent by the Assistant General Manager (Personnel) to all Branches and offices of the Bank. As per the direction given in that letter, as regards the employees participating in the agitation and remaining absent, their absence was to be treated as unauthorised absence and action was to be taken against them including wage deduction. It may be noted that the agitation was to start on 3-6-1985. This letter was issued by the Bank three days thereafter i.e. on 6-6-1985. Ex. 18/M is a copy of another letter dated 28-5-1985 issued by the Bank management addressed to all Branches and Offices of the Bank. By this letter the attention of the Branch Officers and other officers was drawn to certain two circulars previously issued, and asked them to ensure that the working of the branch/office does not suffer on account of the agitational programme.

10. Ex. 19/M is a copy of another circular issued by the Asstt. General Manager (Personnel) of the Bank to all Branches and offices of the Bank. This letter was sent about two weeks after the said agitations were over. This letter states that the Union in question had raised an industrial dispute before the Assistant Labour Commissioner (Central), Pune, and hence in supersession of the previous circulars, the concerned employees who took part in the agitation be paid their salary, and the necessary amounts will be recovered from them after the dispute is decided. Thus, it is clear from this letter that the Bank was prepared to treat the absence of the employees in question as their leave, and was also prepared to pay them their wages of the said period subject to certain conditions, i.e. subject to the decision of the dispute raised before the Assistant Labour Commissioner (C), Pune.

11. Ex. 23-M consists of copies of applications made by different employees for the said period of agitation. It will be seen from those applications that some of the employees had applied for leave before proceeding on leave some had applied after resuming the duty, and some had applied while they were actually enjoying the leave. Further, they had applied for leave, not on the ground that they wanted to participate in the agitation etc., but on the ground of private work, sickness etc. Only certain three employees had applied for leave on the ground of organisational work trade union work. Certain two employees had produced medical certificates along with their applications for leave on the ground of sickness. Ex. 24-W are the copies of orders passed by the Bank management on the application for leave by the different employee. All those applications were rejected on the ground of 'office exigency.' It will be further seen that some of the applications were rejected by the Bank after the leave was enjoyed by the persons concerned. Ex. 25-M is the table showing the names of the employees who had applied for leave, reasons for leave, and orders passed thereon by the Bank management. It will be seen therefrom that all the applications were rejected by the Bank management, except a few applications which were for privilege leave. Ex. 31/W and 32/W are the copies of the orders passed by the Bank management on the applications respectively of the workmen Shri S. B. Bedbade and Shri M. P. Telang rejecting their applications on the ground of office exigency. It will be seen from these orders that while both these employees had applied for leave prior to 3-6-1985, their applications were rejected on 5-6-1985. As noted above, as per the provisions of the Bipartite Settlement, in case the leave is to be rejected, the employee is to be heard and then the order is to be passed. It is seen from all these orders that in no case the employee was heard by the Bank management before the leave was rejected by it.

12. Ex. 6/W is a copy of the circular dated 9-5-1987 i.e. two years after the period of agitation, by the Bank management addressed to all the Branches/offices of the Bank. This circular stated that the conciliation proceedings on the issue in question had ended, and the recovery of wages of the employees who remained absent unauthorisedly should be made from their salary for the month of May 1987. The Union questioned the decision of the Bank Management by its letter dated 11-7-1987 (Ex. 7/W) regarding the deduction of one day's wages from the pay of the employees. The Chief Manager by his reply dated 15-7-1987 (Ex. 8/W) informed the Union that the Bank had taken the decision as per the Bank circular dated 9-5-1987.

13. My attention was drawn on behalf of the Union to the decision of the High Court of Bombay in the case between Bombay University and College Teachers Union and others, and the University of Bombay and others. A copy of the Judgment is at Ex. 33/W. This is a recent case decided in August 1986. It was held therein by Justice Pendse thus :—

"Casual leave if due cannot be refused when applied for. Petitioner Union members had applied for Mass Casual Leave due to them for a particular date. Their one day salary cannot be withheld by treating them absent without permission. "It is therefore not possible to sustain the decision taken by administration."

Thus, this case clearly supports the contention of the Union that the management was not justified in rejecting the leave application of the persons who had applied for leave during the same period. It is true that the employee who had applied for leave during the period of agitation, had applied for leave on personal grounds or on the ground of sickness etc., and had not applied for leave on the ground that they wanted to participate in the agitation. Even then the management was fully aware that those persons were applying for leave to participate in the agitation and such, the Bank should not have rejected those applications. If they had made applications for leave on personal grounds, it cannot be said that the persons concerned had applied for leave on false and frivolous grounds, and as such, the Bank management should not have rejected their applications.

ISSUE No. 1

14. It is contended on behalf of the Union that the Casual leave can be claimed as of right. However, it is quite clear from the above mentioned provisions of Bipartite Settlement that no leave can be claimed as of right. Issue No. 1 is therefore, found in the negative. Even then, I would like to observe that the casual leave, when in balance, should not be refused by the Bank management.

ISSUE No. 2

15. The employees had applied for leave either before proceeding on leave or after resuming duty. However, the Bank management, did not pass the order of rejection immediately, but at a later date and in some cases, after the leave was enjoyed by the employees. The Bank was expected to pass the necessary orders immediately. Therefore, in the absence of rejection of the leave before 3-6-1985, by the Bank management, the leave applied for from 3-6-1985 to 8-6-1985 cannot be treated as unauthorised absence of a workman, as the workman had not applied for leave on frivolous grounds. Issue No. 2 is therefore found in the negative.

ISSUE No. 3

16. As per clause 13.27 of the Bipartite Settlement of 1966, any absence from duty without satisfying the requisite conditions under which leave may be taken or obtaining such leave on false grounds, would justify any bank, after giving the employee an opportunity to explain, in not treating the employee as on casual leave, but as being absent without leave on loss of pay and allowances. In the present case no notice was given to the employee by the Bank management, and the workman was not heard before his leave application was rejected by the Bank management. Therefore, treating of the leave period of the workman as unauthorised absence by the Bank management amounted to violation of the provisions contained in clause 13.27 of the Bipartite Settlement of 1966. Issue No. 3 is found in the affirmative.

ISSUE No. 4

17. This is the material and important issue in the present case. I find that the action of the Bank management in treating the absence of the employees who participated in the agitation from 3-6-1985 to 8-6-1985 even though they had submitted their applications for casual leave as unauthorised absence is not just and proper for the following reasons :—

It is an admitted fact that the employees who remained absent during the period 3-6-1985 to 8-6-1985 had filed their applications for leave either on personal grounds or on the ground of sickness or on privilege leave. Some of the employees had filed their applications before they proceeded on leave. Some others had filed their applications on the day of resuming duty after the leave period, as permitted under the provisions of the above said Bipartite Settlement. It is true that by remaining absent on the part of some employees in the Bank, the day-to-day internal work in the Bank was bound to suffer. However, it may be noted that the employees who had participated in the agitation, were the members of the minority Union. As such, the number of the employees who remained absent during the said period, was much less than that of the employees of the majority Union who had then remained present. Further, the demonstrations were held outside the Bank building, and not in the Bank premises. As such, it cannot be said that the work of the Bank was disturbed by the demonstration held by some of the employees. Further, the legal right of the trade union to make demonstration etc. to attract the attention of the Bank management for fulfilment of their demands, cannot be ignored. In these circumstances, the Bank, in my opinion, should not have rejected the leave applications of the employees who had applied for leave during the said period.

18. It was urged on behalf of the Bank management that the above said case of the Bombay High Court (Ex. 33/W) did not apply to the facts of the present case. In my opinion, it is not so. In the above said case in question, the Teachers had applied for casual leave to show their trade union solidarity to Textile workers who were then on strike. In that case the Teachers themselves were not making any demand for themselves. They wanted to show sympathy to other workman who were then on strike. Even then it was held by the High Court of Bombay that the Casual leave of the said Teachers, if in balance, should not have been refused by the management. In the present case, on the contrary, the employees of the Bank made demonstration etc. to attract the attention of the Bank management for their demands. It was urged on behalf of the Bank management that the employees in question had not applied for leave to take part in the agitation. Even then the Bank management as fully aware that the real intention of the employees asking for leave, was to take part in the agitation. Taking leave on the ground of sickness or taking privilege leave, cannot be considered as a frivolous ground. Therefore, the Bank management should not have rejected the applications of the employees for leave on that ground. It is true that under the provisions of Bipartite Settlement, no leave can be claimed by the workers as of right, and further, no leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned. However, as noted above, the applications for leave were rejected by the Bank management without giving any opportunity to the workmen to put in their say, as contemplated under the Bipartite Settlement.

19. The Bank management relies upon the provisions of sub-clause (2) of Section 9 of the Payment of Wages Act 1936 which stipulated that, if ten or more persons acting in concert absent themselves without due notice and without reasonable cause, deduction of wages from any such person may include such amount not exceeding his wages for eight days. I find that the provisions of the said Act will not be applied here. In the present case, the employees had remained absent after giving notice i.e. applying for leave, and had not remained absent without due notice. Further, they remained absent for a reasonable cause i.e. for personal work or for taking part in the agitation etc., and as such

they had not remained absent without reasonable cause. Therefore, no question of deduction of wages of the employees in question survives in view of the fact that the provisions of the said Act do not apply to the facts of the present case. The Bank further relied upon one of its circulars which stated that if the employers remained absent from work due to strike, demonstration etc., they will not be entitled to wages of that day on the "No work no pay" basis. Now, in view of the clear ruling in the above said case of the High Court of Bombay, the Bank management will not be justified in deducting the wages of the employees who remained absent during the said period and who had filed their applications for leave. Therefore, for the reasons discussed above, I find that the action of the Bank management in question is not just and proper. Issue No. 4 is found in the negative.

ISSUE No. 5 and 6

20. Therefore, the relief to which the concerned employees are entitled is that their absence during the period 3-6-1985 to 8-6-1985 must be treated by the Bank management as their authorised absence as they had filed their applications for leave. Further they are also entitled to their wages during the said period. Issue No. 5 is answered accordingly.

21. In the result, the following Award is, therefore, passed.

AWARD

The action of the Bank management in treating the absence of the employees who participated in the agitation and Dharna from 3-6-1985 to 8-6-85 as unauthorised absence in spite of their having applied for casual leave, is not just and proper. The concerned employees are entitled to their casual leave or other kind of leave during the said period, if in balance. They are further entitled to their wages of the said period, in case their leave is in balance.

The parties to bear their own costs of this Reference.

P. D. APSHANKAR, Presiding Officer
[No. L-12011/51/87-D.II (A)]

का. प्र. 1809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, न. 2 धनबाद के पंचवट का प्रकाशित करती है, जो केन्द्रीय सरकार को 30-6-89 को प्राप्त हुआ था।

S.O. 1809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 30-6-89.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 29 of 1988

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Allahabad Bank and their workmen

APPEARANCES :

On behalf of the workmen.—Shri R. S. Murthy, Advocate.

On behalf of the employers.—Shri Shrikant, Law Officer.

STATE : Bihar.

INDUSTRY : Banking.

Dated, Dhanbad, the 26th June, 1989

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of

the I.D. Act., 1947 has referred the following dispute to the then Central Govt. Industrial Tribunal No. 3, Dhanbad vide Ministry's Order No. L-12012/228/84-D.II(A) dated, the 2nd April, 1985. Subsequently vide Ministry's Order No. S-11025/7/87-D.IV (B) dated, the 31st December, 1987 the said reference was transferred to this Tribunal for adjudication.

THE SCHEDULE

"Whether the action of the management of Allahabad Bank, Gomoh Branch, P. O. Gomoh, Dist. Dhanbad in stopping S/Shri Nanku Dhoori and Birendra Harijan, sub-staff from work w.e.f. 12-4-1983 and not considering them for further employment while appointing fresh hands is justified? If not, to what relief are the workmen concerned entitled?"

There are two concerned workmen S/Shri Nanku Dhoori and Birendra Harijan who were working as sub-staff of the Gomoh branch of Allahabad Bank. They had raised industrial dispute in their individual capacity under Section 2A of the I.D. Act. before the ALC(C) Dhanbad and on failure of the conciliation the present reference was made for adjudication.

There was vacancy of Peon-cum-Farash at Gomoh Branch of Allahabad Bank and as such the management of Allahabad Bank had requested the employment exchange to forward the names of suitable candidates to them. The name of the concerned workmen Nanku Dhoori was forwarded by the employment exchange to the Bank. He was interviewed by the Bank and he was selected for appointment. He joined his duty on 12-11-77 as Peon-cum-Farash but was paid wages under the minimum wages Act admissible at that particular time. The payment was made on monthly basis and was paid through Pass Book opened in the name of Nanku Dhoori. In 1979 the minimum wages was raised from Rs. 12.12 P. per day to Rs. 15.54. He was paid according to the minimum wages Act, till 1979 and thereafter he was paid less. In March, 1981 he was transferred to Govindpur branch where he worked for 4 days and was paid @ Rs. 6 per day. Subsequently in 1982 he was transferred to Gomoh branch and on 12-4-83 his work was stopped by the Bank.

The other concerned workman Shri Birendra Harijan was first appointed on 30-12-80 as Peon-cum-Farash. His name was also recommended by the Employment Exchange. He was interviewed on the basis of the Banks letter dated 11-10-80. He was paid wages for the post of Peon-cum-Farash and after sometime he received less payment.

Both the concerned workmen complained to the RLC(C) Dhanbad that they were paid wages in contravention of the provision of minimum wages Act. The matter was enquired into by the LEO(C), Dhanbad. The management contended that as the concerned workman was working against leave vacancy of the post of Mazdoor, the concerned workmen were paid wages according to the minimum wages of Mazdoors. The said plea of the management was not accepted by the LEO(C) and the LEO(C) passed an order to pay the arrears of wages together with other emoluments admissible to the post of Peon-cum-Farash. The management of Allahabad Bank got annoyed because of the dispute raised by the concerned workman in respect of the payment of wages in contravention of the Minimum wages Act and as such the concerned workmen were stopped from work in April, 1983. The management of Allahabad Bank, Gomoh branch appointed a number of persons, namely, Kailash Choudhury, Baijnath Rabidas, Mahadeo, Dilip, Ram Bhan and Hariram subsequent to the stoppage of the work of the concerned workmen. Kailash Choudhury and Baijnath Rabidas were made permanent as Peon-cum-Farash but due to the protest raised by some of the employees including the concerned workmen the other persons temporarily appointed were also stopped from work. The action of the management in not considering the case of the concerned workmen in the permanent post of Peon-cum-Farash and appointing Kailash Choudhury and Baijnath Rabidas who were appointed subsequent to the appointment of the concerned workmen was a glaring instance of vindictiveness and unfair labour practice on the part of the

Point No. 1

employer. The concerned workmen are members of the scheduled cast and their illegal stoppage of work has been made in complete disregard of the instructions issued by the Central Govt. The Bank have scale of pay for the post of peon. The action of the management in paying wages to the concerned workmen according to the minimum wages Act was in complete disregard of the pay scale for the post of Peon-cum-Farash. The management in complete disregard of the labour policy of the Govt. introduced artificial break in services of the concerned workmen so that they may not attain the status of permanent employee by completing 240 days in any calendar year which has been unfairly used in order to stop the concerned workmen from work which also is an act of unfair labour practice. On the above facts it has been prayed that the stoppage of the work of the concerned workmen should be treated as retrenchment and that they should be reinstated with back wages and other emoluments which is admissible to them.

The case of the management is that the Allahabad Bank is a nationalised Bank having its head office at Calcutta and Regional and Zonal Office at Ranchi and Patna respectively. The working of the Bank is governed by the Bipartite settlement in force. The records of the Bank will indicate that the management treated the case of the concerned workmen strictly according to law and the bipartite settlement. Whenever any person is engaged in any leave vacancy he gets the wages according to the wages payable to the person in whose place he is working. Accordingly whenever the concerned workmen were engaged in leave vacancy they were paid as per norms i.e. the regular wages of the scale. Whenever there was any temporary increase of work of permanent nature a person is engaged as a casual labour and is paid wages as per the provisions of the Bipartite settlement. Accordingly the two concerned workmen were paid @ Rs. 8 per day contractually as their services were not utilised for whole time vacancy. The 2 concerned workmen were engaged for a very limited number of days as indicate from the chart filed by the Bank along with other documents. None of the two concerned workmen were ever engaged for 240 days in any calendar year and hence there was no question of their being in continuous service to attract the provision of section 25F and 25H of the I.D. Act. The concerned workmen were given opportunity for permanent employment by permitting them to appear at the recruitment test held by the Bank. But both of them did not qualify for being appointed in the permanent post. The concerned workmen were never in any permanent vacancy nor they were engaged for 240 days in any calendar year and hence the stoppage of their work was merely a non-renewal of contract which in no case would attract the provision of Section 25F of the I. D. Act. The management had given the concerned workman opportunity to appear in the test for being selected for the permanent post of Peon and thus the management had made compliance of the provision of section 25H of the I. D. Act. On the above facts it is prayed that it may be held that the action of the management of Allahabad Bank Gomoh branch in stopping the concerned workmen from work effect from 12-4-83 and not considering them for further employment while appointing fresh hands was fully justified and that the concerned workmen are not entitled to any relief.

The points for consideration are :—

- (1) Whether the management of Allahabad Bank, Gomoh Branch was justified in stopping the 2 concerned workmen from work with effect from 12-4-83? and
- (2) Whether the management was justified in not considering the concerned workmen for further employment while appointing fresh hands in the Bank?

The management and the workmen each examined two witnesses in support of their respective cases. The documents of the management are marked Ext. M-1 to M-6 and the documents of the workmen are marked Ext. W-1 to W-8.

It is the admitted case of the parties that the two concerned workmen were engaged to work as sub-staff on temporary basis in the Gomoh branch of Allahabad Bank. MW-2 who is working as Asstt. Manager, Allahabad Bank, Gomoh branch since 18-8-86 has stated that the names of the concerned workmen was forwarded by the Employment exchange for their employment on the request of the Allahabad Bank. He further stated that when the names of the candidates are forwarded by the employment exchange the management take interview and select the persons for giving temporary employment. There is no denial of the fact that the concerned workmen Shri Nanku Dhobi joined his duty on 12-11-87 as temporary Peon-cum-Farash and that his work was stopped with effect from 12-4-83. It is also admitted that the concerned workman Shri Birendra Harijan was first appointed on 30-12-80 as Peon-cum-Farash and he was also stopped from work with effect from 12-4-83. MW-2 prepared the chart showing the particulars of the number of days the concerned workmen worked in Gomoh branch of Allahabad Bank and the said chart is Ext. M-4 in this case. He has stated that the particulars in Ext. M-4 have been prepared on the basis of attendance and wages of the concerned workmen Ext. M-5 and the vouchers Ext. M-6 through which payment was made to the concerned workmen. Ext. M-4 in itself is no proof of the fact of the attendance of the workmen and the real document is the Attendance Register Ext. M-5 and the vouchers Ext. M-6. Ext. M-4 is an abstract obtained from Ext. M-5 and M-6 and the concerned workmen did not dispute the correctness of the attendance shown in the Attendance Register Ext. M-5 and the Attendance for which payment has been made to the concerned workmen according to the vouchers Ext. M-6. On comparing the attendance register Ext. M-5 and the vouchers Ext. M-6 it appears that the abstract of attendance shown in Ext. M-4 is correct. It will appear that the concerned workman Nanku Dhobi had temporarily worked for 250 days from 1977 to 1980 and that he had worked for 103 days on casual basis in 1982-83. The attendance for his temporary work in the years 1977 to 1988 has been shown for each month. The total of which comes to 250 days attendance in respect of his temporary work and attendance of 103 of days for casual work during the years 1982 and 1983. The other concerned workmen Birendra Harijan had temporarily worked for 190 days in 1980-81 and he had worked on casual basis for 154 days from October, 1981 to April 1983. It will appear that in none of the years from 1977 to 1983 any of the concerned workman had completed attendance of 240 days in a calendar year or 240 days within the last 12 calendar months before the stoppage of their work. The concerned workmen therefore were not entitled to the provision of Section 25F of the I.D. Act in as much as they had not completed attendance of 240 days in a calendar year.

The concerned workman had no doubt intermittently worked in the Gomoh branch of Allahabad Bank and the specific days of work of Peon-cum-Farash of the concerned workman Nanku Dhobi and Birendra Harijan are stated in separate sheets of Ext. M-5. Ext. M-6 will show the days for which the two concerned workmen were paid on voucher under the head "charged accounts" for doing the specific jobs on different dates. It appears clear that the concerned workmen had not been in continuous employment in the Bank as Peon-cum-Farash and that for some days they had worked as Peon-cum-Farash and on some days they had worked as labourers on contractual basis. However, the attendance of the concerned workmen shows that they had worked in Gomoh branch of Allahabad Bank intermittently for over 3 years. The stoppage of the work of the concerned workmen by the management with effect from 12-4-83 will therefore mean that the concerned workmen were retrenched from service by the management. "Retrenchment" has been defined in section 2(cc) of the I. D. Act which means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action and it does not include voluntary retirement of the workman or retirement of the workman on reaching the age of superannuation or termination of the services of workman

as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein or termination of the services on the ground of continued ill health." None of the above 4 exceptions cover the case of the concerned workmen. It is clear therefore that the termination of the services of the concerned workmen was a retrenchment but as the concerned workmen had not completed attendance of 240 days in a calendar year, they were not entitled to the advantages of the provisions of Section 25F of the I.D. Act and the management could terminate their services without complying with the provisions of section 25F of the I.D. Act. The concerned workmen had worked as temporary sub-staff in the Gomoh branch and had not been made permanent. WW-1 Nanku Dhobi has stated in cross-examination that he had worked in Gomoh branch in the vacancy caused by leave and for that he was paid on pro rata basis. He has denied that he had sometimes worked as casual labour and his attendance was not marked and that he was paid wages on contractual basis. WW-2 who is the other concerned workman has stated that his attendance was marked in the attendance register when he worked in place of workmen going on leave and that he was paid on pro rata basis when he had worked in the leave vacancy. He has also denied that he was paid consolidated wages on contractual basis whenever he worked as casual labour. The attendance register Ext. M-5 shows the attendance of the concerned workmen which I have already discussed and Ext. M-6 shows the payment on vouchers to the concerned workmen showing that they were given wages on contractual basis whenever they worked as casual labour. The evidence therefore does not show that they had worked continuously on casual basis. As the concerned workmen had not worked in a permanent vacancy the management was justified in stopping their work when their work was not required.

Point No. 2

Admittedly the concerned workmen were stopped from work with effect from 12-4-83. WW-1 has stated that in 1983 he had appeared in the recruitment but did not succeed. WW-2 also stated that in 1983 he had appeared in the general test for employment but he was not selected. Ext. M1 dated 25-10-83 is the roll sheet in respect of the recruitment for the post of Peon-cum-Farash. Page-34 of Ext. M-1 contains the names of the departmental candidates who had appeared in the said recruitment test. The name of the concerned workmen Birendra Harijan is at Sl. No. 829 and the name of the concerned workman Nanku Dhobi is at Sl. No. 830 and their roll No. was 866 and 867 respectively in the examination. The said recruitment test was held on 23-10-83 i.e. after the stoppage of the work of the concerned workman on 12-4-83. It appears therefore that the management had given opportunity to both the concerned workmen to appear in the recruitment test of Peon-cum-Farash as departmental candidates and they had appeared in the examination and in token of their attendance in the examination signed the roll sheet against their names Ext. M-2 is the list of candidates with their names roll No. and category shown who were successful in the written test and were to be called for interview for the post of Peon-cum-Farash. The said list Ext. M-2 shows that the concerned workmen were not successful in the recruitment test and as such there was no question of giving them employment. WW-1 and WW-2 have also stated that they had appeared in the recruitment test in 1983 but were not successful. It is clear therefore that the management had given opportunity to the concerned workmen to appear in the recruitment test after their work had been stopped considering that they were retrenched hands.

Ext. W-4 dated 22-4-88 is a circular for recruitment of Peon-cum-Farash. Both the concerned workmen namely Nanku Dhobi and Birendra Kumar Harijan were given registered notice dated 11-2-89 vide Ext. W-5 and W-7 respectively that those who had worked for 90 days or above on casual basis or on temporary basis may apply for the post of Peon-cum-Farash and they were also sent a copy of the application form to be filled up by them and filed in the office of the Gomoh branch so that the same may

be forwarded to the Regional Office. WW-1 has stated that he did not apply for appointment in respect of the circular Ext. W-4. WW-2 has stated that he had filed application for recruitment in respect of which circular Ext. W-4 was issued and had filed the application form to the Branch Manager. It is clear therefore that the management of the Bank had again given the concerned workman opportunity to apply for the post of Peon-cum-Farash.

Section 25H of the I.D. Act deals with re-employment of retrenched workmen and it provides "where any workmen are retrenched and employer proposes to take into his employ any person, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workman who was a citizen of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons." It will appear from the evidence discussed above that the concerned workmen were retrenched hands and when there was subsequent requirement for employment of Peon-cum-Farash they had been given opportunity and the concerned workmen did participate in the recruitment test but unfortunately they did not succeed in the test. Section 25H only gives a right to a workman to have preference in the matter of re-employment. There is nothing in the section or in any other provision in the Act which gives him a right to secure employment on his previous terms and conditions of service. After retrenchment, the only right available to the retrenched workmen by reason of his having been previously employed is of preference in securing employment. The management had given opportunity to the concerned workmen to appear in the recruitment test in 1983 after the stoppage of their work but the concerned workmen did not succeed in the test. It appears that the concerned workmen were again given opportunity to appear in the recruitment test vide circular notified vide Ext. W-4 dated 22-6-88. The management had thus considered the case of the concerned workmen for further employment while appointing fresh hands and the provision of Section 25H of the I.D. Act had been complied with.

Although there is no reference by the Government regarding the appointment of Juniors by superseding the case of the concerned workmen, WW-1 has stated that the management appointed Kailash Choudhury and Bainath Rabidas after stoppage of their work and that Kailash Choudhury had joined on 3-6-84 and Bainath Rabidas had joined on 19-6-84. He has further stated that the Bank had appointed other persons also in Gomoh branch as Peon-cum-Farash. The fact has been made clear in the evidence of WW-2 when he stated that Kailash Choudhury and others whose names he has stated in examination-in-chief as having been appointed after the stoppage of their work were all appointed after the test held by the Bank. Admittedly, the test took place in 1983 as admitted by MW-1 and MW-2 and it appears that Kailash Choudhury and Bainath Rabidas had been appointed after the test held in 1983 in which the concerned workmen also had appeared in the recruitment test. It will thus appear that there was no question of junior persons being appointed overlooking the case of the concerned workmen. The persons appointed had succeeded in the recruitment test of 1983 and the concerned workmen did not succeed in the said test and as such the fresh appointment was on the basis of selection by the recruitment board. The question of appointment of junior persons overlooking the case of the concerned workmen does not arise in this case and the objection of the concerned workmen on that score has no foundation.

In the result, I hold that the action of the management of Allahabad Bank, Gomoh Branch in stopping the concerned workmen S/Shri Nanku Dhobi and Birendra Harijan from work with effect from 12-4-83 and not considering them for further employment while appointing fresh hands is justified in as much as the management had given opportunity to the concerned workmen for re-employment but they did not succeed in the test. The concerned workmen therefore are not entitled to any relief.

This is my Award

I N. SINHA, Presiding Officer

[No. L-12012/228/84-D (A)]

N K VERMA, Desk Officer

नई दिल्ली, 20 जुलाई, 1989

का.आ. 1810.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबन्धकों के सम्बन्ध निषेधकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रभावित करती है, जो केन्द्रीय सरकार को 11-7-89 को प्राप्त हुआ था।

New Delhi, the 20th July, 1989

S.O. 1810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government on the 11th July, 1989.

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT CALCUTTA
Reference No. 33 of 1988

PARTIES :

Employer in relation to the management of
United Bank of India.

AND

Their Workmen.

Present :

Mr. Justice Sukumar Chakravarty—Presiding
Officer.

Appearances :

On behalf of Employer.—Mr. Anil Kumar,
Law Officer of the Bank.

On behalf of Workmen.—Mr. Dipak Sarangi,
Joint Secretary with Mr. Sujit Rakshit,
Assistant Treasurer of the Union.

State : West Bengal Industry : Banking

AWARD

By Order No. L-12012/61/86-D. II(A) dated 16th April, 1987, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Chief Manager, United Bank of India, Calcutta Branch, Calcutta in cancelling the sanctioned leave for 12-8-85 under his letter dated 17-10-85 and deducting full day's wages for 12-8-85 from the salary for the month of October '85 of Shri Sujit Mohan Rakshit, Clerk for his alleged participation in demonstration on 12-8-85 is justified? If not, to what relief is the workman entitled?”

2. The case as made out by the Union sponsoring the cause of the workman Sujit Mohan Rakshit, a member of the clerical staff in the United Bank
1999 GI/89—14

of India in brief is as follows : The workman concerned was a member of the clerical staff and on 12-8-1985 he was working in the Calcutta Branch of the employer Bank. The workman concerned was the member of the Central Committee of the United Bank of India Employees' Association and was the Vice-President of the Calcutta State Committee of the said Association (hereinafter referred to as the Union). The said union by a circular dated 24-6-1985 announced certain organisational programme of agitation commencing from 26-6-1985. In pursuance of the said circular the Calcutta State Committee fixed 12-8-1985 for programme of mobilisation at the office of the Regional Manager of the Bank to represent grievances of the employees. The workman concerned was under a legal obligation to abide by the decision of the Central Committee and as such availed himself of one day's Casual Leave for 12-8-1985 to discharge his obligation as an union leader by participating in the demonstration for which an application for casual leave was also made to the employer Bank on the ground of trade union work. The formal leave application was submitted on 14-8-1985 and the leave was sanctioned on 17-8-1985. The Chief Manager of the Calcutta Branch of the employer Bank by his memo dated 17-10-1985 informed the workman concerned that as he was found participating in the demonstration at the Regional Manager's office on 12-8-1985, the employer Bank was compelled to cancel his leave for 12-8-1985 and that he would not be entitled to any salary for the said day on the principle of “no work no pay”. The employer Bank illegally cancelled the leave and deducted the salary for 12-8-1985 from the workman's salary for the month of October, 1985 in spite of union's objection to the same. The dispute raised by the union in this regard was referred to the Conciliation Officer and his failure report resulted in the present reference.

3. The case as made out by the employer Bank in its written statement in brief is as follows : The concerned workman was admittedly a member of the clerical staff at the relevant time in the employer Bank. His services were naturally governed by the Sastri Award as modified by the Desai Award and as further modified by All India Bipartite Settlement dated 19-10-1966 as amended from time to time. It was urged on behalf of the representatives of the union before the Sastri Tribunal that the office bearers of the union should be allowed special leave for legitimate trade union activities. The said claim of the representatives of the union was rejected by the Sastri Tribunal with the observation that the legitimate trade union activities should be conducted out of office hours and without detriment to the interest of the Bank. The Desai Tribunal although did not differ from the said basic principle but recommended for granting the office bearers and executive committee members of the Union of the employees, special leave for the purpose of attending meetings and conferences of the trade unions and not for any other purpose. Chapter XIII of the aforesaid bipartite settlement provided the leave rules which laid down the nature and duration of leave and the grounds on which the workman was entitled to avail himself of such leave under the said bipartite settlement. It has been spe-

cially mentioned in the bipartite settlement that the privilege leave and casual leave can not be claimed as of right. It was also specified that casual leave was intended to meet the special and unforeseen circumstances for which provision cannot be made by exact rules. It was further provided therein that absence from without satisfying requisite conditions under which leave might be taken or any absence from duty on duty on obtaining leave on false ground would justify the Bank in not treating the employee on casual leave and in such a case it would be treated as absence without leave on loss of pay and allowances.

4. The concerned workman was absent from duty for the whole day of 12-8-1985 without prior sanction of leave. On 14-8-1985 he applied for leave on the ground of trade union work for his absence on 12-8-1985. As the concerned workman was an office bearer of the Calcutta State Committee of the union affiliated to All India Bank Employees' Association he was entitled to 7 days special leave in a calendar year for attending the meeting and conferences of trade unions of the Bank employees in terms of paragraph 13.39 of the aforesaid bipartite settlement. The employer Bank bonafide presumed on receipt of the leave application from the concerned workman that he wanted the leave for attending the meetings and conferences of the bank employees and not for any other purposes like participation in the demonstration. The employer Bank accordingly on 17-8-1985 sanctioned the leave for the workman's absence on 12-8-1985. Subsequently it transpired that the concerned workman participated in an unlawful demonstration on 12-8-1985 during the Bank's working hours in the Regional Office of the Bank and thereby interfered with the smooth functioning of the Bank. Such act of the concerned workman was not the legitimate trade union activity and it constituted a misconduct on the part of the concerned workman. The employer Bank therefore rightly cancelled the leave already sanctioned for 12-8-1985 and deducted the salary of that day from the workman's salary for October, 1985 after due notice to him in this respect on the principle of "no work no pay". The concerned workman is therefore not entitled to any relief.

5. Both parties have adduced evidence, oral and documentary and have advanced their argument. The employer Bank has submitted also the written argument in support of its oral argument with copy to the workman.

6. It is an undisputed fact that the concerned workman Sujit Mohan Rakshit was the member of the clerical staff of the Calcutta Branch of the employer Bank and was the Vice-President of the Calcutta State Committee of the Union. It is also an undisputed fact that the concerned workman participated in the demonstration (Dharna) held on 12-8-1985 within the premises of the Regional Manager's office, although outside the office. It transpires in evidence without any controversy that the said Dharna was held on the chatal and stair case of the said office during the office hours from 9.30 A.M. to 5.30 P.M. It is also an undisputed fact that the concerned workman submitted an application on 14-8-1985 praying for casual leave for 12-8-1985 on the ground that he could not attend the office duty on 12-8-1985 for

having some trade union work. The said leave application is Ext W-1. It is also an undisputed fact that the employer Bank granted casual leave for 12-8-85 on the basis of the said leave application by its letter dated 17-8-1985 Ext W-2. There is no dispute to this fact also that the employer Bank by its letter dated 17-10-1985 cancelled the casual leave already granted to the concerned workman for 12-8-1985 and deducted the salary for that day from the workman's pay bill for October, 1985 on the basis of "no work no pay" principle. The letter dated 17-10-1985 Ex. W-3 bears testimony to the same.

7. It appears from the contents of the said letter dated 17-10-1985 Ext W-3 that the Chief Manager of the employer Bank took the action of cancellation of the casual leave already granted for 12-8-1985 and for deduction of the salary for that day on receipt of the report from the Regional Manager of the Bank that the concerned workman was found participating in the demonstration of 12-8-1985 at the Regional Office during the working hours. The said report of the Regional Manager is found in the Regional Manager's letter dated 5th October, 1985 Ext M-8.

8. The question therefore naturally arises whether the employer Bank has been justified in cancelling the casual leave already granted to the concerned workman for 12-8-1985 and whether the action of the employer Bank in deducting the salary of October, 1985 on the principle of "no work no pay" has been justified.

9. Before we go into the discussion for adjudication of the aforesaid question it will be better if in substance the relative leave rules are discussed. Paragraph 13.6 under Chapter 13 which deals with leave rules in the bipartite settlement of 19th October, 1966 provides that leave of all kinds cannot be claimed as of right. Paragraph 13.22 to paragraph 13.28 deal with the rules regarding the casual leave. Paragraph 13.24 provides that casual leave is only intended to meet special or unforeseen circumstances for which provision cannot be made by exact rules. Paragraph 13.39 of Chapter XIII of the said bipartite settlement deals with special leave and clause (c) of the said paragraph enjoins that special leave upto 7 days in a calendar year will be allowed to the office bearer of the executive committee of the state for attending meetings and conferences of trade unions of bank employees. Mention may be made here that is an undisputed fact that the concerned workman was the Vice-President of the Calcutta State Committee of the Union. So he was entitled to special leave for 7 days in a calendar year for attending meetings and conferences of the trade unions of the bank employees and not for any other purpose. It has already been stated that the concerned workman submitted the leave application dated 14-8-1985 for the casual leave on 12-8-1985 after absenting himself on 12-8-1985. The ground as mentioned in the said application was that he could not attend the office on 12-8-1985 for having some trade union work. The concerned workman did not specifically state in the leave application that he participated in the demonstration in the Regional Manager's office premises on 12-8-1985. According to Mr. Anil Kumar, Law Officer for the employer Bank, no workman in the Bank can avail himself of the casual leave for any trade union activity like attending meetings and con-

ferences of the trade unions because the bipartite settlement has specially made provision for the special leave on such account. I find substance in such submission of Mr. Anil Kumar for the management. But it appears from the employer Bank's own action that the employer Bank was in the habit of granting casual leave for trade union activity like attending the meetings and conferences of the trade unions. Otherwise the employer Bank would not have granted the casual leave to the workman for 12-8-1985 on the ground of trade union work when the employer Bank has tried to establish before this Tribunal through their witnesses that by the trade union work as mentioned in the workman's leave application, the employer Bank understood that the said trade union work was for attending the meetings and conferences of the trade union as enjoined in the paragraph 13.39 of Chapter XIII of the Bipartite Settlement. It has already been stated that the casual leave is only intended to meet special and unforeseen circumstances. In the instant case I am however not required to express any opinion or make any adjudication whether casual leave can also be granted for the legitimate trade union activity like attending the meetings and conferences of the trade unions, although it appears from Ext W-2 that the employer Bank used to grant even casual leave to the office bearers of the union for the legitimate trade union activities.

10. Be that as it may, the pertinent question for determination is whether the concerned workman took the leave for 12-8-1985 for the trade union activity as per the provisions of the aforesaid Bipartite Settlement. According to the union, the legal strike and lawful demonstration come under the purview of the legitimate trade union activity. Both the workman concerned and his co-worker have advanced argument to that effect. The concerned workman as WW-1 has also made such statement in his evidence. Both the employer Bank and the employees in the Bank are governed by the Bipartite Settlement as mentioned above. It has already been shown that as per the said Bipartite Settlement only special leave can be allowed to the office bearers for attending the meetings and conferences of the trade unions. The employer Bank by its circular dated 2-11-1981 Ext M-3 under the signature of Deputy General Manager (P & MS) issued to all branches and Regional offices etc. has indicated what activities can be covered by the legitimate trade union activities as per the Bipartite Settlement as mentioned above and as per the Sastri Award and for what such activities the leave can be sanctioned. The said circular issued on the basis of the Bipartite Settlement and Sastri Award does not enjoin that participation in the demonstration would also fall within the ambit of the legitimate trade union activities.

11. Both the workman and his co-worker have submitted that the workmen have their fundamental right under the Constitution to participate in the legal strike and lawful demonstration to give vent to their grievances. I am not required to adjudicate here this point. The question before me is whether the workman can claim leave for his absence because of his participation in the strikes and demonstration, even though such strike and demonstration be lawful.

As per the leave rules as enjoined in the Bipartite Settlement which governs both the employer and the employees of the Bank it appears that excepting the special leave no other leave can be granted to the office bearers of the union for his attending the meetings and conferences of the trade unions, and that the said special leave also can be granted only for the aforesaid trade union activities and not for any other purpose. The decision in the case of the Bank of India, Bombay and another vs. J.S. Kulkarni, Bombay and others, reported in 1988(11) LLJ 264 as relied on by the Union does not throw any light in the matter, although the said decision has pointed out that strikes and demonstration are not banned in the Country and they are recognised as a legitimate form of protest for workers to ventilate their grievances.

12. The evidence as given by the witnesses on the side of the employer Bank has no doubt shows that the employer Bank granted the casual leave for 12-8-1985 on the impression that the workman concerned as Vice-President of the Calcutta State Committee of the Union absented himself for attending the trade union work namely the meetings or conferences of the trade union. The evidence both oral and documentary as given by the employer Bank has also established that when it was found that the concerned workman participated in the demonstration in the premises of the Regional Office of the Bank on 12-8-1985, the employer Bank after due notice to the concerned workman cancelled the said casual leave for 12-8-1985 and deduction that day's salary from the pay bill of the workman for October, 1985 on the principle of "no work no pay". It is not the case of the employer Bank that the cancellation of the leave for 12-8-1985 and deduction of the salary for that day were the result of any punitive action because of the concerned workman's unauthorised absence on 12-8-1985. The employer Bank has come with the definite plea that the deduction of the concerned workman's salary for 12-8-1985 was made from the workman's pay bill of October, 1985 on the principle of "no work no pay". It has already been stated that the concerned workman in his leave application did not disclose the nature of his trade union work and it has already been shown on discussion of the evidence on the side of the employer Bank that the leave granting authority was under the impression that the concerned workman as the Vice-President of the Calcutta State Committee of the Union absented himself on 12-8-1985 for attending the meetings or conferences of the trade unions. The Regional Manager's letter dated 5-10-1985 Ext. M-5 to the Chief Manager who subsequently cancelled the casual leave of the concerned workman shows that the Regional Manager gave the report to the Chief Manager that the concerned workman participated in the Dharna on 12-8-1985 in the Regional Office of the Bank. The Chief Manager by his letter dated 17-10-1985 Ext. W-3 cancelled the casual leave and passed the order for deduction of the workman's salary for 12-8-1985 on "no work no pay" basis from the workman's pay bill for October, 1985 on the report of the Regional Manager. It has already been shown that there is no dispute to the fact that

the concerned workman participated in the demonstration in the premises of the Regional Office on 12-8-1985. Such being the position, the employer Bank has not been unjustified in cancelling the casual leave already granted to the concerned workman upon such wrong impression and in making the order for deduction of the workman's salary for 12-8-1985 on the basis of "no work no pay" principle. The decision in the case of Surendranath Nair and others Vs. Senior Divisional Personnel Officer(Rlys), reported in 1988(I) LLJ 227 is relied on. In the said case some railway employees had applied for casual leave for participating in an agitation against the railway administration. The management refused the leave. In spite of such refusal the employees participated in the agitation. The management cut wages for their absence. The decision shows that the management rightly cut the wages for their absence.

15. I am not unmindful of the fact that legal strikes and lawful demonstration are recognised as legitimate form of protest for workers to ventilate their grievances as observed in the decision in 1988(II) LLJ 264 already mentioned above. The Bipartite Settlement of 1966 however does not enjoin that for such legitimate protests, the employees of the Bank would have to be granted leave, although the special leave for the office bearers to attend the meetings and conferences of the trade union has been enjoined in the said Bipartite Settlement. The employees of the Bank including the office bearers of the trade union may join in the legal strikes and lawful demonstration to ventilate their grievances not within the office hours of the Bank but before or after the office hours. In the instant case it however appears that the demonstration held within the premises of the Regional office although not inside the office room itself was not lawful. The union by their letter dated 26-6-1985 Ext W-4 alongwith its enclosures including the action programme intimated the employer Bank about their action to be taken on the dates specified therein. In the said action programme it has not been mentioned that demonstration would be held on 12-8-1985. So no notice was at all given to the employer Bank by the union for holding demonstration on 12-8-1985. Such being the position, the demonstration held on 12-8-1985 was not lawful. Further the holding of the demonstration on the chatal and Stair case of the Regional office within office premises of the employer Bank without the permission of the employer Bank was also not legal. The decision in the case of Railway Board, New Delhi and another vs. Niranjana Singh, reported in AIR 1969(SC) 966 supports such view.

16. The evidence has disclosed also that the demonstrators raised slogans upto 10.30 A.M. even after the office hours began, although the demonstrators did not enter into the office room of the employer Bank. The squatting on the chatal and stair case during the office hours of the employer Bank can be presumed to have given some obstruction to the easy entrance and exit of the customers of the Bank, although no customer has been brought to give evidence in this respect. Be that as it may, the facts and circumstances as already discussed above on the basis of the materials in the record establish

that the demonstration was unlawful and the employer Bank was not unjustified in cancelling the casual leave already granted to the concerned workman for his participation in the unlawful demonstration on 12-8-1985. It has already been shown under what circumstances the employer Bank had to cancel the said casual leave by its letter dated 17-10-1985.

17. The union has tried to make out a further case through the deposition of WW-1 Dipak Sarangi that he participated in the aforesaid demonstration on 12-8-1985 and that he applied for casual leave for the same date and that his casual leave was granted and that the said sanctioned casual leave was not cancelled subsequently. The union has not produced the casual leave application of WW-2 Dipak Sarangi to show on what ground the casual leave was sought for in respect of the date 12-8-1985. MW-3 Sanjib Biswas who was the Manager in the Calcutta Stock Exchange Branch of the Bank in August, 1985 has however stated in his evidence that Dipak Sarangi (WW-2) was absent from the Branch on 12-8-1985 and that he did not file any leave application for that day. His evidence further shows that subsequently within a few days he received a letter dated 1-8-1985 from the Enquiry Officer of the Bank informing that attendance of Dipak Sarangi would be required on 12-8-1985 in connection with an enquiry and that he subsequently got confirmation letter from the Enquiry Officer that Dipak Sarangi attended the enquiry on 12-8-1985. The evidence further shows that such being the position Dipak Sarangi was treated as on duty on 12-8-1985 and accordingly his salary for the said day was not deducted. So the analogy of the case of Dipak Sarangi as tried to be sought for by the union is not relevant in this case. Even if the analogy becomes relevant still every case is to be decided on its own merit. The employer Bank if commits any wrong in respect of one employee may not repeat the same wrong in respect of another employee of the Bank.

18. In view of what has been stated above the employer Bank can rightly deduct the salary of the workman concerned for his unauthorised absence on the basis of "no work no pay" principle. The employer Bank therefore is not unjustified in deducting the workman's salary for 12-8-1985 from the workman's pay bill for October, 1985 when the leave was cancelled and the decision for cancellation of leave and for deduction of salary was taken in October, 1985.

19. The union has raised the objection that the employer Bank has not allowed the appropriate notice form regarding the deduction of salary for unauthorised absence as per Annexure—D to the employer Bank's circular dated 29-6-1984 Ext. M-7. It appears from the employer Bank's letter dated 17-10-1985 Ext. W-3 that the employer Bank in substance followed the format of Annexure—D. So this objection of the union does not stand to reason.

20. In view of what has been discussed above, I find that the employer Bank has not been unjustified in cancelling the sanctioned leave for 12-8-1985 in respect of the concerned workman under their letter dated 17-10-1985 and in deducting the full day's wages for 12-8-1985 from the salary of the workman for the month of October, 1985. The

workman concerned is therefore not entitled to get any relief in this reference.

This is my Award.

Dated, Calcutta,

the 3rd July, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-12012]61[86-D.II(A)]

का. आ. 1811.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबन्धन में संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार का 11-7-89 का प्राप्त हुआ था।

S.O. 1811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the UCO Bank and their workmen which was received by the Central Government on the 11-7-1989.

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 101/87

PARTIES :

Employers in relation to the management of United Commercial Bank Ltd.

Versus

Their workmen.

APPEARANCES :

For the workman.—Shri Kamaljit Singh Bawa.

For the management.—Shri L. D. Sharma.

STATE : H.P. INDUSTRY : Banking

AWARD

Dated 21-6-1989

On a dispute raised by workmen against the management of United Commercial Bank Ltd. Shimla, Central Govt. had vide No. L-12011]49[87-D.II(A) dated 9th November, 1987 referred the following dispute to this Tribunal for decision :

"Whether the action of the United Commercial Bank, Zonal Office, Shimla in terminating the services of S/Shri Prem Singh, Surinder Kumar, Kuldeep Chand & Hoshiar Singh, Peons at their branches w.e.f 1-9-1985, 20-10-1985, 18-8-1985 and 1-9-1985 respectively is justified? If not, to what relief the concerned workmen are entitled and from what date?"

2. During the pendency of the proceedings the representative of the workmen made a statement that workmen does not want to prosecute the reference in view of the undertaking given by the manage-

ment but they reserve their right to the claim of back wages and continuity of service. In view of the statement of the rep. of the workmen, a No Dispute Award is returned.

Chandigarh,

21-6-1989.

M. S. NAGRA, Presiding Officer,
[No. L-12011]49[87-D.II(A)]

का. आ. 1812.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबन्धन में संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न. 1, धनबाद के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार का 7-7-89 का प्राप्त हुआ था।

S.O. 1812.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Dena Bank and their workmen, which was received by the Central Government on the 7th July, 1989.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

(In the matter of a reference under Section 10(1) (d) of the Industrial Disputes Act, 1947)

Reference No. 90 of 1984

PARTIES :

Employers in relation to the management of Dena Bank, Calcutta.

AND

Their Workman

PRESENT :

Shri S. K. Mitra,
Presiding Officer.

APPEARANCES :

For the Employers :

For the Workman :

Shri B. Saha, Personnel Officer,

Shri P. N. Singh, General Secretary, Dena Bank Employees Congress, Patna.

STATE : Bihar.

Industry : Bank.

Delhi, the 27th June, 1989

AWARD

By Order No. L-12012]01[84-D.II(A) dated the 22nd November, 1984, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Dena Bank Regional Office, Calcutta in relation to their Patna Branch in awarding the punishment of stoppage of two annual increments having the effect by way of postponing future increments, to Shri Baji Nath Prasad, Clerk is justified? If not to what relief is the workman concerned entitled?"

2. The case of the management of Dena Bank (hereinafter referred to as the Bank), as appearing from the written statement-cum-rejoinder filed, details apart, is as follows :

The Bank is one of the nationalised Banks having its Eastern Regional Office at Calcutta and a Branch Office at Patna. Sri Baji Nath Prasad, the concerned workman joined the services of the Bank as a subordinate staff on 1-9-1967. He was promoted to Clerical cadre with effect from 2-5-75. At the relevant time he was employed as a Clerk in Patna Branch. On 15-7-79 he presented an outstation cheque for Rs. 1,000 to the Branch Manager with a request that the credit of the said cheque should be given to him in anticipation of realisation of the said cheque from the Branch on which it was drawn. Since he was an employee of the Bank, the Branch Manager purchased the said cheque by debiting B. P. Account at the Branch by Rs. 1,000 and gave credit to the S. B. Account maintained by the concerned workman with the Bank at the said Branch and duly sent the cheque for realisation to the concerned branch of the Bank. The cheque in question was realised on 28-7-79 and the paying Bank sent a draft for Rs. 995 after deducting their commission amounting to Rs. 5. Accordingly the said sum of Rs. 995 being the proceeds so received by the Bank was credited in B. P. Account (Bill Purchase Account). In accordance with the practice of the Bank a voucher for the purpose was released by the concerned department for making necessary entries on the same day. The concerned workman, then employed and worked as a clerk, surreptitiously and without proper authority and without the knowledge of the Branch Manager of the Bank and other concerned authority at the said branch, altered and/or falsified the voucher from B. P. Account to B. Prasad (S.B. Account No. 124). The said voucher was prepared in the hand writing of the concerned workman in consequence whereof the proceeds of the said cheque i.e. the said sum of Rs. 995 was again credited in his account. This falsification was done by him so that he could continue to enjoy the benefit of a further sum of Rs. 995. While balancing the books on yearly closing i.e. December, 1979, the said falsification and/or fraud was detected and an explanation was sought for from him. Upon such confrontation having been made the concerned workman repaid the said amount of Rs. 995 i.e. six months after he had drawn the money from the Bank. Since it was a serious act of misconduct and/or falsification and/or fraud, the management of the Bank issued a show cause notice dated 17-3-80 calling upon him to give a satisfactory explanation. He, however, admitted the fact of alteration of the said voucher but alleged that he had done so under the instruction and advice of the Accountant, Sri

I. B. Singh. His explanation was not at all satisfactory inasmuch as he enjoyed the benefit of the said alteration and Sri I. B. Singh did not get any benefit from such fraud/falsification. In the circumstances, chargesheet-cum-suspension order dated 27-6-80 was issued against him and departmental enquiry was initiated on the following grounds :

- (i) Wilful intent to defraud the Bank by tampering with and falsifying the records of the Bank,
- (ii) Forgery and
- (iii) Doing an act prejudicial to the interest of the Bank.

The Enquiry Officer, despite the prima facie evidence and also the oral and documentary evidence adduced at the time of enquiry did not held him guilty. The matter was referred to the disciplinary authority. After perusing the evidence on record and the enquiry proceedings and weighting both oral and documentary evidence, the disciplinary authority did not concur with the findings of the Enquiry Officer and gave its own findings and proposed a lesser punishment of stoppage of two annual increments with cumulative effect on him. The concerned workman preferred an appeal and the Appellate Authority having considered the finding of the Enquiry Officer as well as the disciplinary authority confirmed the punishment imposed by the disciplinary authority. Since the concerned workman had confessed to his having altered and falsified the said voucher, there was very little to prove with regard to alteration and falsification of the said voucher.

3. The case of the concerned workman, as appearing from the written statement filed on behalf of the sponsoring union, namely Dena Bank Employees Congress (Bihar State), bereft of details, is as follows :

Since the date of his joining the concerned workman have discharged his duties to the full satisfaction of the authorities. His academic qualification is poor; he is not even a Matriculate. He has simply passed Class IX examination. The management was pleased to promote him to clerical grade in 1975. Since his promotion he had to face various difficulties on account of his poor educational qualification. He received a letter dated 30-12-79 under the signature of the Branch Manager. He was directed to deposit Rs. 995 in his account as the said amount had been erroneously credited by the Bank to his account. There was some mistake occurred inadvertently over the matter and the Bank also admitted it to be a mistake. He himself detected the wrong entry in course of closing and immediately reported the matter to the Branch Manager. He was directed to repay the amount by a letter dated 30-12-79. He immediately paid the amount on the next date and the delay was very short. But ultimately he received another letter dated 12-3-80 which was issued by the Bank directing him to submit his explanation to the matter. He gave his explanation by his representation dated 15-4-80 narrating the circumstances under which

the mistake was committed. The mistake occurred due to lack of qualification and experience. He acted on the advice of the Officer who asked him to transfer the voucher to his account. The voucher also bears the signature of the officer concerned. There was never any intention on his part to commit any act contrary to the interest of the Bank. Any way, he received chargesheet dated 27-6-80. It was alleged in the chargesheet that he wilfully intended to defraud the Bank and committed forgery and acted prejudicially to the interest of the Bank. He replied to the chargesheet by letter dated 15-4-80 whereby the allegations made against him was denied. The authorities concerned like the Branch Manager was fully satisfied that it was just a mistake and that there was no intentional latches on his part. Finally, enquiry was instituted. Sri J. S. Pandey and Sri Premanand Singh stated in the enquiry as to how the mistake was committed. The alteration in the voucher was made at the direction of the then Accountant. This fact was also corroborated by the witnesses examined on behalf of the management. But the management acted maliciously. The Enquiry Officer gave his finding and the said finding confirmed that the action on the part of the management against him was vitiated with serious irregularities. He received a letter awarding punishment of stoppage of two increments against which he made an appeal. His appeal did not meet proper consideration. He has contended that the findings of the authorities concerned are based on no evidence or based on evidence contrary to the record. There has been violation of principles of natural justice. The management has failed to examine important witnesses and wrongly shifted the burden upon him. The management has resorted to unfair labour practice and victimisation in the present case. He is a victim of trade union rivalry.

4. In rejoinder to the written statement of the sponsoring union the management has denied that the concerned workman had been discharging his duty satisfactorily. The Bank has reiterated the said falsification of voucher was deliberate and wilful on the part of the concerned workman for the purpose of making an unjust gain for himself. The Bank has denied that the concerned workman acted on the advice of the Officer to transfer the voucher as alleged. In view of the misconduct the Bank was within its right to dismiss him from service, but he was awarded a lesser punishment by stoppage of two annual increments. The Bank has further denied that there has been any violation of principles of natural justice or that the management has failed to examine important witness.

5. In rejoinder to the written statement of the management the sponsoring union has denied that the concerned workman changed the contents of the voucher surreptitiously without proper authority and without the knowledge of the Branch Manager. The union has also denied that the concerned workman falsified the voucher. As a matter of fact the concerned workman himself reported the matter to the Branch Manager and then only the Branch Manager could locate his own mistake which occurred due to misplacement of other corroborating vouchers after the same was entered into the transfer scroll on the relevant date of adjustment. The union has alleged

that the disciplinary authority Sri R. N. Butch was under the influence of rival union and hence he altered the report of the Enquiry Officer in order to arrest growth of the sponsoring union of Calcutta Region.

6. The fairness or otherwise of the domestic enquiry was considered as a preliminary issue. At that stage the management introduced in evidence the entire domestic enquiry proceedings which have been marked Exts. M-1 to M-8 and examined two witnesses namely MW-1 Pradip Kumar Majumdar the Enquiry Officer and MW-2 Ramesh Narendra Rai Buch, Regional Manager of Dena Bank, Calcutta who was the disciplinary authority. On the other hand the sponsoring union did not examine any witness but introduced in evidence only one item of document which has been marked as Ext. W-1.

7. By Order dated 16-5-1989 it was held that the domestic enquiry was held fairly and properly. It now remains to be considered whether the action of the management in awarding punishment of stoppage of two annual increments with cumulative effect to the concerned workman is justified on merits or not.

8. Admittedly, on or about 5-7-79 Baij Nath Prasad, the concerned workman, presented an out-station cheque for Rs. 1000 in his favour to the Branch Manager of Patna Branch with a request to give him credit of the said amount in anticipation of realisation of the cheque from the Branch on which it was drawn. The Branch Manager purchased the said cheque by debiting B. P. Account (Bill Purchase Account) at the Branch by Rs. 1,000 and gave credit of the said amount to the S.B. Account of the concerned workman maintained at the Branch and sent the cheque for realisation to the concerned Branch of the Bank. It appears that the cheque in question was realised on 28-7-79 and the paying Bank sent a draft for Rs. 995 after deducting their commission amounting to Rs. 5. The case of the Bank is that the said amount of Rs 995 being the proceeds received by the Bank was credited to the B.P. Account, but the concerned workman surreptitiously and without proper authority and without knowledge of the Branch Manager of the Bank and other concerned authority altered and/or falsified the voucher from B. P. Account to B. P. Prasad (S. B. Account No. 124). It is further the case of the Bank that the said voucher was prepared in the handwriting of the concerned workman and as a consequence the proceeds of the said cheque i.e. Rs. 995 was again credited to his account, and that this falsification was done obviously by the concerned workman so that he could continue to enjoy the benefit of a sum of Rs. 995. It is alleged by the Bank that while balancing the books on yearly closing i.e. December, 1979 the said falsification and/or fraud was detected and an explanation was sought for from the concerned workman who, upon being confronted, repaid the amount of Rs. 995 i.e. after six months after he had drawn the money from the Bank.

9. The concerned workman was directed to submit his explanation in the matter by letter dated 12-3-80 (Ext. M-1). The concerned workman submitted his reply by letter dated 15-4-80 (Ext. M-2). His explanation as well as his defence is available

from his letter dated 12-3-80 an extract of which is given hereunder :—

“I have not changed the contents of the alleged voucher of my own but at the instruction of the Officer who signed over it.

You might be aware that a few years ago, I have been promoted from sub-staff to clerk. I am not qualified and experienced in sufficient to deal with the different vouchers. When the alleged voucher was being prepared, I asked the Officer-in-charge that my cheque has been realised. He advised me to transfer to my SB a/c, which I did without any illicit motive. However, when I came to know that this was a wrong entry, I myself pointed out one day before the closing day to the Branch Manager. And it was repaid the next day.

Had I any ulterior motive, it could have not been pointed out by myself or I could have destroyed the voucher to save my skin. Moreover, had it been a fraud, the Branch Manager could have reported the same day to you. In fact, I had a deliberate discussion with the Manager and he was convinced that it was done in ignorance and that too at the instance of his officer—so it was mutually agreed upon to close up this chapter. Now it has been raised again by the Rival Union to plunge me in harness. It is also worth noting the officer who has signed over the alleged voucher has reservations against me for years together for reasons better known to him. I can only say that the vouchers signed by him requires re-check everyday—and it is on record.”

10. It is worthwhile to state here the background which led to the issuance of show-cause by the Bank to the concerned workman by letter dated 12-3-80. By letter dated 18-2-80 Sri M. G. Maniar, the then Regional Manager of Calcutta Region of Dena Bank informed the Branch Manager, Dena Bank, Patna that the Branch had purchased a cheque of Rs. 1,000 from one of its staff member by debiting B.P./B.D. Account. But when the cheque was realised the amount was credited to the staff member's S. B. Account and in the circumstances the Branch Manager was directed to send his explanation along with full details of cheque purchased by him (Ext. W-1). The Branch Manager, by his letter dated 5-3-80 (Ext. M-4/3) has stated among other things that the cheque was realised and collecting Bank sent a draft for Rs. 995 after deducting their commission amounting to Rs. 5 and after the draft was sent for clearing, the credit voucher was released for posting in General Ledger to the credit of B. P. Account. But the Branch Manager has further stated that before the voucher could reach Day Book Dept., the same was altered from B. P. to B. Prasad (S. B. 124) in the handwriting of the clerk Baij Nath Prasad and the payment of Rs. 995 was again credited to his S. B. Account, and that at the time of December closing the difference was noticed in the B. P. Account and irregularity found out and that the employee after being told that he had committed fraud deposited the amount

in January, 1980 in cash. Presumably in the context of reply given by the Branch Manager by his letter dated 5-3-80 (Ext. M-4/3) the show-cause notice was issued to the concerned workman. I have already mentioned the reply given by the concerned workman to the show cause notice. It appears that the Bank authorities were not satisfied with the explanation submitted by the concerned workman and issued charge-sheet-cum-suspension order against on him on 27-6-80 (Ext. M-3). The charge-sheet is gleaned hereunder :—

“(1) Since your explanation dated 15-4-80 to our show-cause letter No. CON/PER/32-M/3170/80 dated 12-3-1980 is not satisfactory, it has been decided to hold an enquiry into the following charges based on the circumstances set-out in the said show-cause letter :—

- (a) Wilful intent to defraud the Bank by tampering with and falsifying the records of the Bank;
 - (b) Forgery;
 - (c) Doing an act prejudicial to the interests of the Bank;
- (2) Any or all of the above charges if proved will constitute act/acts of gross-misconduct for which you will be liable to appropriate disciplinary action.”

It may be pointed out here that the concerned workman was not called upon to submit his reply to the chargesheet. As a matter of fact the concerned workman did not submit any reply to the charge-sheet and his defence is contained in his letter of explanation dated 15-4-80 to the show-cause notice. It appears that the consistence defence of the concerned workman is that he has not changed the contents of the voucher of his own but at the instruction of the officer who signed over it. Thus, it is evident that he made the alteration in the voucher (Ext. M-4/1) but his explanation is that he did it at the instruction of the officer and that he did also due to his inexperience to deal with different kind of vouchers. Admittedly, the concerned workman is a non-matric. He passed Class IX examination and joined the services of the Bank in 1967 as sub-staff and in 1975 he was promoted to the clerical cadre.

11. In the domestic enquiry P. S. Ray, the then Accountant, Dena Bank, Patna Branch, appeared as a witness for the management. In his letter dated 15-5-80 (Ext. M-4/2) Sri Ray has stated as follows:

“On 5th July, 1979 Shri Baijnath Prasad requested the Branch Manager to purchase his cheque for Rs. 1000. The said cheque was realised on 28th July, 1979. The clerk concerned prepare a voucher to the Credit of Bills purchase & offset of clearing. This said voucher was altered from B. P. to Shri B. Prasad & put his Savings Bank A/C No. 124 (Staff) by his own handwriting.

In the month of December 1979 there was an outstanding of Rs. 1000/- under the head of B. P. B. D. A/c. The undersigned

and one of our clerk Shri D. F. Mehta started checking entry & we found that the aforesaid cheque was realised on 28th July 1979 & the credit voucher was altered as stated above. The matter was placed before the Branch Manager Shri R. S. Sharma, who in turn called the above clerk & asked him to make payment. Immediately he agreed & paid the said amount. It is not true that Shri Baijnath Prasad came forward & disclosed the fraud made by him.

On your verbal enquiry during my visit at your office, I am narrating the above facts."

Thus, it appears that Sri Ray had by his letter placed the entire odium of transactions to the concerned workman. But in the domestic enquiry he has stated that after many months he paid a courtesy visit to the Regional Office at Calcutta and Mr. Maniar, the then Regional Manager compelled him to sign a typed statement by giving a letter to him and further instructed him to tell the facts of the case accordingly. He has further stated that since he was a junior officer to him he could not refuse to sign the statement. Thus, it is evident that Sri Ray was not an author of the letter dated 15-5-80 (Ext. M-4|2) but Sri Maniar was the real author of the letter and Sri Ray simply signed the dotted line. That being so, the letter of Sri Ray has got no evidentiary value at all. Shri J. S. Pandey was posted as Officer-in-charge of S. B. Account of Patna Branch of the Bank at the relevant time. He has stated that he enquired from the Ledger Keeper P. N. regarding the alteration of voucher and that he along with P. N. Singh enquired of I. B. Singh, Officer-in-charge who approved the voucher after making confirmation regarding alteration in the voucher dated 28-7-79. He has further stated that Sri Singh replied that the voucher was O. K. and some subsequent voucher for the debit of S. B. 124 was following. Sri Pandey has further stated that as the matter was pertaining to staff member and the voucher was a transfer entry and duly approved by a senior officer he put the initial and checked the ledger. Sri P. N. Singh, Ledger Keeper has also stated that the alteration in voucher was brought to the notice of J. S. Pandey, S. B. Ledger Incharge who in turn took him to the Accountant I. B. Singh for clarification about the alteration. Sri Singh has further stated that the Accountant Sri Singh advised them that as the proceeds of B. P. 70 was insufficient to realise the interest thereon so the proceeds had been credited to S. B. 124 by Rs. 995/- and the subsequent voucher debiting S. B. 124 with the amount of outstanding B. P. plus interest thereon were being released giving effect—(1) to credit B. P. and (2) credit interest on B. P. Sri Singh has further stated that the then Accountant further confirmed that he accordingly advised Sri B. Prasad. The evidence of these two witnesses clearly establish the fact that the concerned workman did not make alteration in the voucher of his own but at the instruction of Sri I. B. Singh, Accountant on date and Officer-in-Charge of the Bank. The Enquiry Officer relied on the testimony of these two witnesses but Disciplinary

Authority has not. Disciplinary Authority has stated that the plea of chargesheeted employee in the matter of alteration having been done at the instruction of the superior is quite unbelievable and he is not prepared to accept the same. But he has not stated the reason of his doing so. He has simply stated that since the concerned employee deposited the amount while balancing the amount in December 1979 and did not disclose the fact for six months or so and enjoyed the double credit, his conduct is speak volume about his dishonest intention. Even factually the disciplinary authority is not correct. By letter dated 30-12-79 (Ext. M4|6) addressed to the concerned workman the Branch Manager, Patna Branch of the Bank has stated that while checking B. P. Account it was observed that proceeds of cheque of Rs. 1,000/- purchased in his account were erroneously credited by the Bank to his account, firstly on 5-7-79 at the time of purchasing the cheque and secondly on 28-7-79 by Rs. 995 at the time of realisation of the cheque. He has further stated that it was rather surprising that in spite of his concerned workman pointing out the mistake a few days back he did not deposit the amount. The Branch Manager asked him to deposit the amount immediately. Admittedly, the concerned workman deposited the amount. So it is established from the letter of the Branch Manager that erroneously credit was given by the Bank to the account of the concerned workman twice and not at the machination of the concerned workman. That apart, the concerned workman himself had pointed out the mistake to the Branch Manager. Hence, the Disciplinary Authority was not right in holding that when confronted with the fact the concerned workman repaid the amount. The Disciplinary Authority has pointed out that the reply of P. N. Singh was evasive when he was asked as to whether the initial of Sri Pandey as appearing on the voucher (Ext. M-4|1) was for confirmation or for approval or for alteration. But the reply of P. N. Singh, as his evidence discloses, is emphatic on the point he has stated that on his request Sri Pandey confirmed the alteration on the top of the voucher. The Disciplinary Authority has further stated that Sri I. B. Singh was not examined and yet that he wanted to pass the buck on to the concerned workman. It must not be forgotten that the onus is on the management to prove the charge against the concerned workman and the concerned workman has absolutely no duty to help the management in proving the charge against him. So I consider that it was the bounded duty of the management to produce Sri I. B. Singh, to verify the fact whether he instructed the concerned workman to make the alteration or approved the alteration in the voucher. The management not having been done so and in view of the evidence of Sri J. S. Pandey and Sri P. N. Singh, I come to the inescapable conclusion that the alteration in the voucher has been done by the concerned workman at the instance of Sri I. B. Singh, Officer-in-Charge and Accountant on date. The concerned workman has himself pointed out the mistake to the Branch Manager. He deposited the amount when called upon to do so. This being so, I come to the conclusion that the concerned workman is not guilty of the charge framed against him.

12. Accordingly, the following award is rendered—the action of the management of Dena Bank, Regional Office, Calcutta in relation to their Patna Branch in awarding the punishment of stoppage of two annual increments having the effect by way of postponing future increments to the concerned workman, Baij Nath Prasad, Clerk, is not justified. The management is directed to give two annual increments to the concerned workman which have been withheld so long and continue to give him increments as per rules.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer

[No. L-12012/101/84-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 6 जुलाई, 1989

का.प्र. 1813.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, बंगलूर के पंचपट को प्रक. शित करती है।

New Delhi, the 6th July, 1989

S.O. 1813.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the management of Life Insurance Corporation of India and their workmen.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 1st July, 1988

Central Reference No. 126/87

PRESENT :

Shri B. N. Lalge, B.A. (Hons), L.L.B, Presiding Officer,

I PARTY :

Shri P. Venkoba Rao Ex. Development Officer Nehru Co-operative Colony Hospet-583201.

Vs.

II PARTY :

The Senior Divisional Manager L.I.C. of India Divisional Office College Road Dharwad-580001.

APPEARANCES :

For the 1st Party—Shri T. G. Achar, Advocate.

For the 2nd Party—Shri H. Shanmukhappa, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) of the I. D. Act, the Government of India, Ministry of Labour made the present reference on the following point of dispute by its Order No. L-17012/6/87-D.IV (A) dated 18-8-87.

POINT OF DISPUTE

"Whether the management of L.I.C. of India, Dharwad Division is justified in dismissing Sri P. Vankoba Rao, Development Officer, from service with effect from 18-1-1980 ? If not, to what relief the employee is entitled ?"

2. Thereupon, the I party workman filed his claim statement and inter alia it has been contended as follows. He was appointed as a Development Officer with effect from 5-2-1973. He was confirmed in 1974. He had furnished his date of birth as 13-7-1937 in his application for appointment. He had given that date on the basis of the date of birth furnished to him by his previous employer viz. M/s. Kampli Co-operative Sugar Factory, Kampli, Bellary District. The II party called upon him to produce S.S.L.C. certificate in proof of his date of birth. It was lost in transit. He had applied for a duplicate. In the duplicate, it was found that his date of birth was recorded as 1-7-1932. He had requested the management to grant him time to furnish the correct date of birth. He had moved the Education Department in that connection. On their advice, he had moved the Civil Court for grant of a declaratory decree. In the meanwhile, the management issued the charge sheet dated 13-12-1978. It is false and baseless. The management did not drop the proceedings though he requested to do so and made undue haste to hold the disciplinary proceedings. He was an active trade union member of National Federation of Insurance Field Workers of India. He had filed the suit in O.S. No. 30/1979 on 5-3-1979 in the court of the Munsiff, Koppal, Raichur District. His suit was decreed on 22-9-1979. He sent the xerox copy of the judgement on 19-5-1983. Regular appeal No. 28/1979 filed by the Government on 22-11-1979 was dismissed by the Court of the Civil Judge, Koppal on 18-1-1980. A xerox copy of the same was sent to the II party on 19-5-83. Subsequently, S.S.C. Board has amended the S.S.L.C. certificate on 4-8-86. In the meanwhile the II party has issued a letter dated 13-3-1979 appointing one Mr. U. R. Nayak, as the Enquiry Officer. An enquiry was held against him. It is not valid. Thereafter, a second show cause notice dated 17-8-1979 was issued to him. He sent his explanation dated 28-8-1979. He was dismissed by an order dated 7-9-1979. He raised a dispute. On the advice of the Conciliation Officer and the Management, he made another representation to the Board of the II party for review of his case, but it was rejected on 24-11-1986. The conciliation failed. Finally the reference has been made. The order of dismissal is bad and illegal for the following reasons. The domestic enquiry is not in accordance with the law. The management sought to have believed that his date of birth is 13-7-1937 since it is supported by the judgements of the Courts of Munsiff and Civil Judge, Koppal. The S.S.L.C. Board has amended his certificate. Hence, the order of dismissal may be set aside. He may be ordered to be reinstated with consequential benefits.

3. The II party has filed its counter statement and inter alia it is contended as follows.

It is an individual dispute and not maintainable. This Tribunal has no jurisdiction to entertain the same. The II party L.I.C. is a corporate body constituted under Act No. 31 of 1956. The Central Government is empowered to make rules under the Act. II party Corporation is empowered to make regulations. The II party has framed certain regulations as per Section 49 of the Act. The Staff Regulations of the L.I.C. govern the service conditions of such employees. The I party employee is not a workman within the meaning of Section 2(S) of the I. D. Act. It is true that he was appointed as a Development Officer with effect from 5-2-1973. In his application dated 19-8-1971 he had given his date of birth as 13-7-1937. In pursuance to the instructions regarding verification of date of birth of the employees of the L.I.C. the I party was called upon to submit authentic proof of his date of birth or age. In spite of several reminders, he did not produce S.S.L.C. certificate or any other authentic proof of his age. It was made clear to him that if he did not produce proof within the stipulated period, a final order of compulsory retirement would be passed. On 23-6-1977, he made a representation that he was making correspondence with the concerned authorities and he would submit about it soon. He was given 2 months time and was asked to produce the certificate before 24-9-77. He had sent a letter dated 22-9-77 that papers had been sent to D.P.I. Bangalore and he sought time of 1 month. On 11-11-77, he took back from the office of the II party six original documents produced by him, saying that they were required to be produced before the concerned authorities for obtaining the S.S.L.C. certificate. On 13-1-78, he sought for some more time till the end of April 1978. As a special case, it was granted by a letter dated 14-11-78, he was informed that if S.S.L.C. book is not produced before 24-11-78, the L.I.C. will proceed to pass an order. He did

not produce the same. The II party Corporation felt suspicious regarding his date of birth, and independent investigation was made and it was revealed that his date of birth recorded in the S.S.L.C. record is 1-7-1932. The age of entry for Development Officers is between 25 years and 35 years. On the basis of his date of birth recorded in the S.S.L.C. card as 1-7-1932, he was not eligible for being appointed as a Development Officer. The investigation revealed that he has misrepresented his date of birth as 13-7-37 whereas his correct date of birth is 1-7-1932. The disciplinary proceedings were initiated against him. Before the charges sheet was issued, it was found that his date of birth is 1-7-1932 on the basis of the following documents :

- (i) St George Gazette of Madras of 1956 giving the S.S.L.C. results with date of birth of candidate as verified by AO (Dev.) Dev. Deptt, Zonal Office, Madras
- (ii) Birth Certificate dated 17-11-78 issued by the Veerashiva College, Bellary where the 1st party studied for Intermediate examination between 1956 and 1958.
- (iii) In the application dated 16-4-64 for appointment as an Agent of LIC, the 1st party in his own hand writing has mentioned his date of birth as 1-7-32.
- (iv) In the proposal submitted by Sri Venkoba Rao (1st party) between 1962 and 1970 he had repeatedly shown his date of birth as 1-7-32.

Sri U. R. Nayak was appointed as the Enquiry Officer. The enquiry conducted by him was valid and in accordance with the law. Then the II show cause notice was issued to him. He was dismissed by an order dated 7-9-1979. He preferred an appeal. It was considered on merits and rejected. He submitted one memorial on 17-4-1980 to the Chairman. It was rejected on 26-12-1980. He had filed a declaratory suit in O.S. 30/1979 in the Court of the Munsiff, Koppal. Only the State Government had been made a Party and the II party, L.I.C. was not impleaded. The decree is passed after the order of dismissal was passed. He had not brought it to their notice that he had filed a suit. The Government of Karnataka had filed an appeal in R.A. No. 28/1979 in the Court of the Civil Judge, Koppal. It was dismissed. The State Government had filed a regular second appeal in R.S.A. No. 712/82. It has been allowed. He has not challenged the same. He has deliberately suppressed the said facts. The dismissal is in accordance with the law. The reference may be rejected.

4. In view of the said pleadings, one additional issue was framed as follows :

"Whether the II party proves that it has held the domestic enquiry in accordance with the law.

5. It was taken up as preliminary issue.
6. For the II party MW-1 was examined and Exs. M-1 to M-13 were marked.
7. For the I party, the workman himself was examined and Exs. W-1 to W-4 were marked.
8. The parties were heard on the said preliminary issue.
9. By a considered order dated 15-2-88, this Tribunal held that the domestic enquiry held against the I party is not valid. However, the II party was permitted to adduce evidence and prove its case with reference to the charge Ex. M-1.
10. The II party has thereafter examined 2 more witnesses and got marked Exs. M-14 to M-61.
11. The I party workman examined himself further and got marked Exs. W-5 to W-18.
12. The parties were heard.
13. My findings on the order of reference is as follows.

The Management of the I.C. of India, Dharwad Division was justified in dismissing Shri P. Venkoba Rao, Development Officer from service with effect from 18-1-1980. He is not entitled to any relief.

REASONS

14. Ex. M-1 dated 13-12-1978 is the charge sheet issued to the I party P. Venkoba Rao. Briefly stated, it reads that when he had applied to the post of Development Officer by an application dated 19-8-1971, he had furnished his date of birth as 13-7-1937 knowing it to be false, so as to satisfy the age limit for appointment and further more in order to support his false contention, he had submitted false evidence. It is further alleged that in spite of several opportunities given to him he did not produce documents in proof of his said date of birth but evaded to produce them and thus he had committed acts of misconduct. Ex. M-2 is the explanation given by him. He has denied the charges. It is an admitted fact thereafter an enquiry was initiated and it was conducted by one Mr. U. R. Nayak. The II party is thus called upon to prove in this matter that the I party workman had given his date of birth as 13-7-37 knowing it to be false and that furthermore he had tried to affirm that it is his correct date of birth by producing false evidence, knowing it to be false and thus he committed acts of misconduct.

15. The evidence of MW-1 Rajmani, the Presiding Officer of the domestic enquiry is only on the point of validity of domestic enquiry. It is of no consequence as regards the merits of the case.

16. MW-2 K. V. Kylasa was an officer working in the Divisional Office of Dharwad between 1977 and 1983. His evidence discloses that he was looking after the matters such as recruitment, transfer and promotion of Class II Officers of the L.I.C. and that he has dealt with the file of I party Venkoba Rao. With reference to Ex. M-14 he states that he had given the said application for the post of the Development Officer and he further gave ex. M-15 in the prescribed form. Ex. M-14 shows that his date of birth is 1-7-1937. In the column showing age, it appears that originally the date of birth is written as 1-7-1932, but subsequently it has been re-written as 1937. In Ex. M-15, the prescribed form, the I party has given his date of birth as 13-7-1937. Ex. M-16 is the letter of offer issued by the II party L.I.C. to the I party Venkoba Rao to state whether he was prepared to accept the appointment subject to the terms and conditions shown therein. There is no dispute that the I party accepted the terms and conditions and received the order of appointment. Para 15 of Ex. M-16 makes it clear that he was specifically informed that the information given by him in his application for the post will be the basis for appointment and if any of the statements made by him is found to be untrue the appointment was liable to be terminated. Ex. M-16 at the bottom of page 6 contains an endorsement that I party P. Venkoba Rao accepted the terms and conditions of the appointment shown in the letter.

17. In order to substantiate its case that the correct date of birth of the I party P. Venkoba Rao is either 1-7-1932 or 13-7-32 and not 13-7-37, the II party management has relied upon the evidence of MW-2 and some other documents produced by it. The evidence of MW-2 Kylasa indicates that prior to the appointment of the I party as a Development Officer, he was working as an agent of the L.I.C. and in order to become an agent, the aspirant shall have to give an application and accordingly Venkoba Rao, the I party had given his application. MW-2 Kylasa has sworn that Ex. M-17 is the application given by Venkoba Rao in his own hand for the appointment as an agent. Ex. M-17(a) has been proved to be the signature of P. Venkoba Rao. In Ex. M-17, the I party has given his date of birth as 1-7-1932. In para 58 of his evidence WW-1 Venkoba Rao, however explains that Ex. M-17 has been filled up by the Development Officer, Keshavamurthy. He, however admits about the signature at Ex. M-17. (a). MW-2 has sworn that because the I party Venkoba Rao had lot of correspondence with him for a period of about 5 years he is conversant with the handwriting of Venkoba Rao and thus he testifies that Ex. M-17 is in the handwriting of I party Venkoba Rao. WW-1 Venkoba Rao has not explained as to why he allowed the Development Officer Keshavamurthy to fill up the form Ex. M-17 or as to why he did not write it himself. On comparing the handwriting of Ex. M-17 with an admitted handwriting of the I party Venkoba Rao in several documents including Ex. M-14, I find that it can be hardly accepted that Ex. M-17 is not in his handwriting.

18. The evidence of MW-2 Kylasa further shows in Para 9 that there were instructions from the Head Office that if the concerned employee did not produce relevant documents, they should be independently attempt to get them and in pursuance to such instructions he called for the proposal forms and corrected documents, which the I party submitted. He further swears that he took up correspondence with the schools in which he had studied. The evidence of MW-2 further discloses that he had approached the Administrative Officer of the policy holders of L.I.C. Servicing Department and that he got the dockets of 4 policies. They are Exs. M-51 to M-54 as shown below :

Ex. M-51	Policy No.	40003026
Ex. M-52	"	40149553
Ex. M-53	"	40033872
Ex. M-54	"	39510159

In his evidence WW-1, the I party Venkoba Rao in Para 47 admits that Ex. 51 (a), 52 (a), 53 (a) and 54 (a) are the proposal forms sent by him. In his evidence, he has further admitted that Ex. 51(b), 52(b), 53(b), and 54(b) are his signatures. His explanation is that 51(a), 52(a) and 53(a) were filled up by Development Officer, Keshavamurthy whereas 54(a) was filled up by agent Padmanaba. He further explains that in one policy his date of birth were shown as 1-7-32 and on that basis the date of birth is recorded in other policies. He further states that the agent or the Development Officer had themselves collected the date of birth from the concerned schools. Neither Keshavamurthy nor Padmanaba has been examined by the I party to substantiate the evidence of WW-1 that they had themselves collected the date of birth of the I party Venkoba Rao. WW-1 Venkoba Rao has himself worked as an agent and also as a Development Officer. It is neither his case nor does it appear in his evidence that as per the rules, or as per the practice or at least in order to facilitate the policy holders, the agent or the Development Officers themselves make enquiries from the concerned source and write the date of birth of a policy holder in the proposal forms. The I party who has worked as a Development Officer in the L.I.C. for several years cannot be permitted to say that he signed application form for the post of the agent as per Ex. M-17 or the proposal forms Exs. 51(a), 52(a), 53(a) and 54(a) without verifying whether his date of birth has been correctly stated in them or not. Accepting such a plea would be against public policy. It is not the case of the I party that he has made it a practice that his documents should be written by others and he would only sign them blindly. There is not a whisper on the point as to why he permitted all these documents to be written by others and then signed them blindly without verifying the contents. Admission is a material piece of evidence and unless convincing explanation is given as to why an admission is made and unless it is proved to be not a correct admission, it carries considerable weight. These documents have come into existence at a point of time when there was no dispute at all relating to his date of birth. Thus, they gain additional importance.

19. The evidence of MW-3 Sri A. Balasubramanya, the Administrative Officer of the L.I.C. shows that on 8-9-1986 when he had attended the conciliation proceedings before the Regional Labour Commissioner, the I party Venkoba Rao stated that the appeal filed by the State Government has not admitted, but when he subsequently obtained a certified copy of the order, he found that the second appeal had been allowed by the Hon'ble High Court of Karnataka. Certified copy of the judgement in R.S.A. 712 of 1982 and the decree therein have been produced as Exs. M-56 and M-57. The second appeal has been allowed on the ground that the suit was not maintainable, without issuing any notice to the Government under Section 80 C.P.C. Thus, it is obvious that there is no decree in favour of the I party Venkoba Rao, declaring that his correct date of birth is 13-7-1932. The learned counsel for the I party cited the case of State of Karnataka Vs. T. Srinivas (AIR 1988 (Karnataka), Page 67). The authority is only on the point that a suit for declaration of correct date of birth is maintainable. The regular second appeal has not been allowed on the ground that the suit itself was not maintainable but the suit has been dismissed on the ground that no notice under Section 80, C.P.C. had been issued on the Government. The contention of the learned counsel for the I party that the dismissal of the

suit does not prevent him from establishing that the correct date of birth of the I party is 13-7-32 cannot be accepted. When there is a decree of a competent court of jurisdiction to the effect that his suit for declaration of his date of birth as 13-7-1932 had been dismissed, the plaintiff therein cannot be permitted to say that the matter is still open and he can establish his date of birth de hors the adverse decree of dismissal.

20. Accepting for a while for the purpose of discussion that the suit has been dismissed only on a technical ground and that the I party is still at liberty to establish his date of birth before this Tribunal independently, it requires to be examined how far there is proof of correct date of birth.

21. In addition to the admissions contained in Exs. M-17, M-51(a), M-52(a), M-53(a) and M-54(a), the I party has produced documents obtained from various schools to establish that his correct date of birth is 13-7-1932. The evidence of MW-2 Kylasa shows in Para 9 that in accordance with the instructions of the Head Office, he had initiated his correspondence with the various schools and he got documents from them showing his correct date of birth. Para 11 of his evidence discloses that he had written to the primary school where Venkoba Rao had studied and had further written to the Zonal Office to get the Gazette copy which shows the S.S.L.C. result along with the date of birth. Ex. M-37 is a letter written in that connection. Ex. M-38 is the reply received by him in that behalf. It shows that the particulars of the Gazette disclosed that his correct date of birth is 1-7-1932. A certified copy of the Gazette has been itself produced at Ex. M-60. The relevant entry is marked at Ex. M-60(a). It shows that the I party Venkoba Rao passed his S.S.L.C. examination with the Sl. No. 45846 and his date of birth is 1-7-1932. The evidence of MW-2 further shows that to his various letters, he has received replies as per Exs. M-39 to M-45. Ex. M-39 is a certificate issued by Government Model Higher Primary School, Kamalapur, Bellary District. It shows that Venkoba Rao S/o Padaki Hiranya Rao was a student of their school and the entry in the admission register at Sl. No. 193/23 of 13-6-1945 shows that his date of birth is 1-7-1932. Ex. M-40 is the letter sent by Head Master, Government Model Higher Primary School, 1 Ward, Kamalapur, Bellary District and it shows that Venkoba Rao had studied in that school and though he had left on 5-6-45, he had again joined it on 13-6-45. Ex. M-41 is the extract issued by the Head Master of the said school. It gives his date of birth as 1-7-1932. Ex. M-42 is an office copy of the letter sent by the II party to the Head Master, G.H.P.S. Kallahalli, Hospet. Ex. M-43 is the date of birth certificate issued by the Head Master, Government Higher Secondary School, Hospet. The Head Master has certified that the date of birth of P. Venkoba Rao who was a student of that school is 1st July, 1932. Ex. M-44 is a date of birth certificate issued by the Principal, Veerasaiva College, Bellary showing that P. Venkoba Rao was a student of their college in Intermediate class during 1956-1958 and his date of birth is 1-7-1932. Exs. M-45 is a copy of the letter sent by the II party L.I.C. to the Head Master, Municipal High School, Hospet. On the back side of the said letter, the Head Master, Government (ex-Municipal) Higher Secondary School, Hospet has issued an extract showing that the date of birth of Venkoba Rao as recorded in their school is 1-7-1932. The learned counsel for the I party contended that a document cannot be marked as an exhibit unless it is proved. He placed reliance on the case of B. Ramdas Vs. The Authority under Minimum Wages Act. (1987 Lab. I.C. page 1493). The fact of the authority indicate that a post copy anonymously addressed to the third respondent had been marked. In that context, it has been held that no comizance can be taken on anonymous petitions as in the very nature of their contents they are not verifiable. The learned counsel for the II party on the other hand referred to the case of Umesh Chandra Vs. State of Rajasthan (AIR 1982 S.C.) (Page 1057). The authority shows that documents issued by public schools are admissible in evidence under Section 35 of the Evidence Act. The principle laid down in this authority applies on all fours. It requires to be preferred to the authority cited for the I party. I find no force in the contention of the I party that these documents are not admissible in evidence.

22. The I party Venkoba Rao has been examined on 25-4-88 after the domestic enquiry was set aside. In para 35

he states that he was born in Hiribommanahalli, Rachur District and he has produced birth certificate of Koppal Taluk at Ex. W-13. Ex. W-13 reads that it is only a copy. There is only a rubber stamp of Tahsildar, Chahakere Taluk. There is no consistency in the evidence of WW-1 and the document W-13. If the I party Venkoba Rao has sworn that he was born in Hiribommanahalli or Rachur District, the rubber stamp shows that as though it has been signed by Tahsildar, Chahakere Taluk. Ex. W-13 further shows that Tahsildar, Koppal had signed on some other document and Ex. W-13 is only a true copy. Obviously, Ex. W-13 is not a certified copy and can hardly be relied upon. Secondly, the document indicates that one son was born to one couple Krishna Bai and Hiranya Rao on Fest 17-10-1946. The glaring inconsistency in Ex. W-13 is that it shows that the male child was born on 17-10-1946 Fashi, that the report of that birth was given on 1-10-1946 Fashi and another strange factor is that the child was also named and the name of the child is Venkoba Rao. It has not been explained as how the report of the birth of a child can be given before the birth of a child. No elderly family member of the I party Venkoba Rao has been examined to connect Ex. W-13 with the birth of Venkoba Rao. Thus, for more than one reason Ex. W-13 cannot be relied upon. The I party Venkoba Rao has then stated he had taken service extract from Kampli Co-operative Sugar Factory and he had produced it before this Tribunal. He further states that he had one horoscope and he had produced it before the Civil Court and he had given only a copy to the management. No attempt has been made by the I party to get a certified copy of the horoscope produced by him to the management or to get back the original horoscope from the civil court and produce the same. In para 36 of his evidence, he swears that he had attended the school of Kanchagarpet of Hospet in the first instance and he had taken admission for the 3rd Standard at once. He further contends that one Eswaraiiah was teaching him at home and at Kanchagarpet school he had studied 3rd and 4th standards. He then adds that thereafter he went to Kamalapur school and joined at the 5th Standard and completed his 7th standard from the same school. He proceeds to say that thereafter he joined the Municipal School, Hospet for 8th standard and appeared for the S.S.L.C. in 1954. In para 37, he states that some elderly member of his family had admitted him to school. In Para 38 he continues to say that his brother Gundu Rao had admitted him to Municipal High School, Hospet. His said brother Gundu Rao has not been examined. In Para 55, he says that he has not produced any document to show that he at once joined the 3rd standard of Kanchagarpet school. The contention of the I party that he at once joined the 3rd standard of Kanchagarpet school has not been substantiated by any document. On the contrary, the evidence produced by the II party belies his said contention.

23. The evidence of MW-2 Kylasa indicates that the II party L.I.C. has issued instructions for the verification of the date of birth and recording of the same as per Ex. M-18 and that the said letter had been circulated to all the employees to produce proof in support of their date of birth. He then swears that Ex. M-19 was the letter dt. 7-3-75 sent to the I party to furnish the relevant documents to prove his date of birth as required under Ex. M-18. The evidence of MW-2 Kylasa then shows that the I party did not sent his reply immediately and then he issued one or two reminders and thereafter the I party submitted one document stating that it is a marks sheet. He further states that he had produced some more documents such as Ex. M-21, M-22 and M-23. Exs. M-21, M-22 and M-23 are the true copies of certificates issued by controller of examinations, University of Mysore, Mysore and statement of marks of the Intermediate and B. Com. examination. Exs. M-21 to M-23 do not show any date of birth and they are not relevant. In Para 9 of his evidence MW-2 Kylasa swears that the marks sheet Ex. M-20 produced by him was not accepted by the II party and the II party called upon the I party Venkoba Rao to produce further proof and that 5 reminders as per Exs. M-24 to M-28 were issued to him. The I party has not challenged that he had received these reminders. MW-2 Kylasa explains the reason as to why Ex. M-20 was not accepted by the II party. He states that in Ex. M-20 some matter appears to have been typed afresh and it stands in contrast with other typewritten matters and the said distinguishing feature raised doubts.

From the marks extract Ex. M-20 the last sentence in the I para is as follows :—

"S.S.L.C. Regd. No. 14503, his date of birth is 13-7-1937 (Thirteenth July, Nineteen Thirty Seven).

In the body of the certificate, Ex. M-20 marks obtained by him for various subjects have been shown. Some of them are as follows :—

First Language Part I (Kannada)	53
Second Language (English)	39
General Science	39

24. In the last sentence shown above, the figure three is of the character as "3" whereas the figure three in the body where marks are shown, that character is as "3". It is thus obvious that the evidence of MW-1 Kylasa that they had all the ground to suspect that the said last sentence has been inserted is well founded. Very appearance of that sentence in Ex. M-20 indicates that it is of a different type-writer and it is typed subsequent to the matter which has been originally typed. In relation to Ex. M-20, WM-1 Venkoba Rao swears in Para 63 that he obtained Ex. M-20 in 1957 but he had given it to the management in 1979. The conduct of Venkoba Rao in producing the certificate Ex. M-20 before the management in 1979 about 4 years of their letter Ex. M-19 dt. 7-3-1975 itself raises considerable doubt and there is no explanation as to why he had produced it only in 1979. It is admitted in Para 69 by him that he had filed a suit in the court of the Munsiff, Koppal contending that his date of birth has been wrongly recorded in the school records right up from Kamalapur school and that it should be corrected. He further admits that he had contended in the Civil court that the original record showing his date of birth has not been corrected as 13-7-1937 though it was correctly shown in Ex. M-20. It escapes one imagination as to how any authority can issue a certificate showing a correct date of birth in the extract though a wrong date of birth is shown in the original document itself. In para 76 he explains that Ex. M-20 was given to him by the Head Master of Municipal High School, Hospet and at that time the Head Master had told him that the original register was showing his date of birth as 13-7-1932 and that the original had remained the same and therefore he had filed the suit. The admissions made by WW-1 Venkoba Rao swears in Para 63 that he had obtained Ex. M-20 conscious that his date of birth shown as 17-3-1937 in Ex. M-20 did not represent his date of birth as shown in the original record which was 13-7-1932. The charge levelled by the II party that Venkoba Rao submitted false evidence knowing it to be false to show that his date of birth is 13-7-1937 is verily admitted by him in Para 76 of his evidence. The contention of the I party that the aforesaid last sentence of the I para showing his date of birth in Ex. M-20 is a subsequent manipulation, is established by the II party.

25. The documents at Exs. W-1 to W-4 relate to the domestic enquiry proceedings. They are not pertinent as regards his date of birth. Ex. W-5 is a copy of Ex. M-2 and it does not help the I party. Ex. W-6 is his explanation to the charge sheet and it is the same as Ex. M-2. Ex. W-6 itself shows that though the I party had written in his evidence. The contention of the II party that the afore-said Dr. Ambedkar Primary School of Hospet, the same was not received when Ex. M-2 was received by the II party. It is admitted that Ex. M-2 was received by the II party. Ex. M-2 was thus not enclosed with any document. Ex. W-7 dt. 28-3-1977 Ex. W-8 dt. 28-5-1977, Ex. W-9 dt. 23-7-1977, Ex. W-10 dt. 22-9-77 are all letters seeking for time to produce relevant documents. Ex. W-11 dt. 11-11-1977 is a letter by the I party to the Divisional Manager of the L.I.C. II party and therein a request has been made to keep the true copies attested by him with the L.I.C. and return to him certificate No. LWO/71-72 dt. 14-7-1971 issued by Bellary Central Co-operative Stores Ltd., Sugar Factory, Kampli, extract of the service record dt. 10-7-71 issued by the Labour Welfare Officer of B.C.C.S. Sugar Factory, Kampli, provisional certificate of the University of Mysore No. 1148 dt. 29-6-62, marks card of B. Com examination No. 503 issued by the University of

Mysore, Certificate of B. Com degree examination of September 1980 of the University of Mysore and transfer certificate issued by Education Department of Mysore State Bearing No. 32/1-72 issued on 27-12-71 by Government Primary School, Kallahalli Post, Hospet. The evidence of MW-2 Kiyasa indicates in Para 12 that the school certificate of the Kallahalli school given by him was taken back by him on retaining an attested copy. In Para 12 MW-2 further states that WW-1 Venkoba Rao had made a representation that he had taken up the matter with the Government and therefore he wanted that all these certificates may be returned to him. Ex. W-11, the letter dt. 11-11-77 admitted to have been sent by the I party to the II party supports the aforesaid statement of MW-2, Kiyasa. If the I party Venkoba Rao has with him the certificate issued to him as long back as 27-12-1971 by the Government Higher Primary School, Kallahalli, Hospet, nothing prevented from producing the same to establish its correct date of birth. On the other hand, the II party has produced a letter Ex. M-36 dt. 28-2-1979 showing that the said Kallahalli school had not issued any certificate No. 32/1-72. The conduct of the I party Venkoba Rao in producing some transfer certificate issued by the Kallahalli school, then taking back the same and then not producing the same before this Tribunal again lends support to the charge of the II party that he submitted false evidence, knowing it to be false in order to support his case that his correct date of birth is 13-7-32. The next document relied upon by the I party workman is Ex. W-12. It is a letter dt. 13-1-78 whereby he has sought for time till April 1978. The same document, Ex. W-12 has been again marked as Ex. M-33 by mistake. As has been observed earlier, the copy of the birth extract Ex. W-13 showing the date of birth shown as 7-10-1346 Fasli can hardly be accepted as a genuine document. Ex. W-14 is said to be an attested duplicate copy issued by the Head Master of Dr. Ambedkar Government Higher Primary School, Hospet. It appears to be an attested document only. It shows that on 26-11-43, he had been admitted to the 3rd standard and that his date of birth was 13-7-1937. If his correct date of birth was 13-11-37, he was aged 6 years 4 months and 13 days by 26-11-43 and by no stretch of imagination one can accept that a boy can be admitted at once to the 3rd standard. Ex. W-14 further shows that when he had left the school on 1-6-44, he was in the 4th standard. It is concerned by WW-1 Venkoba Rao that in his academic career he was a repeater in one class. It is not the case of WW-1 Venkoba Rao that he was a genius in the early years, but however subsequently, he did not fair well in the higher classes or in the college. The school extract Ex. W-14 is thus as contradictory as it can be and can hardly be preferred to the documents produced by the management, as discussed above. Ex. W-15 is the copy of the proceedings of the R.L.C. dated 8-9-1986. The R.L.C. has noted that a representation was made by the I party that the Government of Karnataka had preferred an appeal before the Hon'ble High Court of Karnataka and the same was not admitted. E-1. M-56 is the judgement of the Hon'ble High Court of Karnataka in R.S.A. 712-1982 and the proceedings Ex. W-15 signed by the I party Venkoba Rao and is Advocate Sri T. G. Achar do not make a good show, in the face of the fact that there was no grain of truth in the submission that the regular second appeal had not been admitted at all by the Hon'ble High Court of Karnataka. Even before the Conciliation Officer, the I party has not been fair in reporting about the proceedings before the civil court's in which admittedly the II party L.I.C. was not at all a party. Ex. W-15 does not help him.

26. Ex. W-16 is a duplicate transfer certificate issued on 29-8-86 to the I party Venkoba Rao by the Head Master of the Government Higher Secondary School, Hospet, District Bellary. Ex. W-17 is a duplicate secondary school leaving certificate issued by the Head Master of the Government Higher Secondary School, Hospet on 4-8-86. Exs. W-16 and W-17, which have been issued in August 1986 by the Head Master, Higher Secondary School, Hospet, Bellary District are obviously the outcome of the order issued by the Karnataka Secondary Education Examination Board dt. 25-7-86, Ex. W-18. The credibility of Exs. W-16 and W-17

thus depends upon the strength and vitality of Ex. W-18, the memo issued by the Board. Ex. W-18 refers to the application of Venkoba Rao dt. 28-1-86, original birth certificate No. STT[BDR]22/85-86/806 dt. 19-8-85 and G.O. No. ED 16/DI/1486 dt. 2-12-85. Ex. W-18 states that the date of birth of Venkoba Rao who had appeared for the S.S.L.C. Examination (ex-Madras Scheme) of March 1954 with register No. 52468 is changed as 13-7-37 based on the birth certificate issued by the Tahsildar, Koppal and necessary changes in the office records had been made, i.e. in the Sl. No. of the S.S.L.C. certificate 14503. Ex. W-8 itself indicates that his original date of birth was something different as was recorded in Register No. 52468 when he had appeared for the S.S.L.C. examination of ex-Madras Scheme in March 1954. As observed earlier Ex. M-60, the gazette copy indicates that Ex. M-60 (a) that against Certificate No. 14503-E Venkoba Rao had passed his S.S.L.C. and his date of birth was 1-7-1932. The claim statement indicates that his suit before the Munsiff, Koppal was decreed on 22-9-1979 and that regular appeal filed in the court of the Civil Judge, Koppal had been dismissed on 18-1-1980. The second appeal that had been filed by the Government of Karnataka has been disposed of on 17-6-1985. It is not as though the regular second appeal has been disposed of behind the back of the I party Venkoba Rao. Ex. M-56 indicates that the I party was represented by Smt. Hemalatha Mahishi, Advocate and a considered judgement has been passed by the Hon'ble High Court of Karnataka. The I party Venkoba Rao had not produced any copy of his application dt. 28-1-86 which he had submitted to the K.S.E.E. Board. The very fact that the Memo Ex. W-18 does not make any reference to any of the proceedings before the learned Munsiff or the learned Civil Judge or the Hon'ble High Court of Karnataka leads to an inference that the I party Venkoba Rao did not bring to the notice of the authority of the K.S.E.E. board about the said proceedings. The birth certificate said to have been issued by the Tahsildar, Koppal on 19-8-85 has not been produced before me. A copy of one birth certificate issued by Tahsildar, Koppal is at Ex. W-13 and the correctness of the same had been already discussed and it is found that it cannot be relied upon. Since the original birth certificate dt. 19-8-85 issued by Tahsildar, Koppal has not been produced before me and since it is obvious from Ex. W-18 that the I party Venkoba Rao had suppressed the dismissal of his suit by the Hon'ble High Court of Karnataka before the K.S.E.E. Board, I find that no value can be attached to the memo Ex. W-18 and consequently there can be no value for the documents at Exs. W-16 and W-17.

27. The II party management has placed reliance on the documents at Exs. M-2 to M-8 to show that it has held the domestic enquiry in accordance with the principles of the natural justice. That aspect of the matter has already been decided and these documents at Exs. M-2 to M-8 are not pertinent to the question whether the correct date of birth of Venkoba Rao is 13-7-1937.

28. There is no dispute on the point that in response to his representations that the domestic enquiry held against him was not valid, the II party had informed him as per Ex. M-10 that he has right of appeal and he may prefer an appeal. The evidence on record discloses that his representation made as per Ex. M-9 was also considered by the Chairman and he was given a personal hearing also by the Chairman. Ex. M-11 is the second show cause notice issued to him. Ex. M-12 is the reply sent by him. In Ex. M-12 he contended that he had been asked to produce the S.S.L.C. certificate but he had lost it and that he had initiated proceedings to get the mistake appearing in the certificate corrected and he wanted time to file a suit to get the entry of the S.S.L.C. certificate corrected. Admittedly he had filed the suit in the court of the Munsiff, Koppal on 5-3-1979 when he gave his explanation Ex. M-12 to the second show cause notice, but he did not disclose that he had filed the said suit in the court of the Munsiff. However, the II party has shown that it had taken into account the explanation given by the I party and thereafter an order of dismissal was passed and he was dismissed with effect from 7-9-1979. Ex. M-13 is the appeal filed by him. There is no dispute on the point that it was rejected.

29. The management has placed on record the letters at Exs. M-24 dated 21-3-76, Ex. M-25 dated 26-8-76, Ex. M-26 dated 9-9-76, Ex. M-27 dated 25-1-77, Ex. M-28 dated 24-3-77 and Ex. M-29 dated 1-4-77 to show that several requests made by the I party for time were granted and he was given all the opportunity to establish his correct date of birth by producing authentic documents. The learned counsel for the I party contended that though the employee Venkoba Rao had sought for time, the II party did not provide him sufficient opportunity and hurried through the domestic enquiry. In his evidence WW-1 swears that he had sought for time of 2 years. Not a single letter has been pointed out wherein he has requested for time of 2 years. The aforesaid documents at Exs. M-24 to M-29 prove that the II party has been quite considerate and had given reasonable opportunity to him to produce the documents. Ex. M-30 dated 9-4-77 is his another letter seeking for time. The letters of the II party at Exs. M-31 dated 17-5-77 and Ex. M-32 dated 21-7-77 show that he was given some more time. By Ex. M-33 dated 13-1-78, he had sought for some more time till April 1978 and Ex. M-34 dated 20-2-78 shows that he was given time till 31-7-78. After the chargesheet dated 16-6-77 was issued to him he had to file his explanation within 15 days and thereafter the enquiry was to proceed. Still then, it is shown by Ex. M-35 dated 14-11-78 that the II party waited for the production of documents by him and finally he was asked to produce the S.S.L.C. book by 24-11-78. The record discloses that since he did not produce, the management was compelled to hold the enquiry.

30. As discussed earlier, the documents at Exs. M-37 to M-47 and M-49 corrected from various school authorities and the servicing branch of the L.I.C. by the management, prove that his correct date of birth was in July 1932 and not in 1937. After the management was convinced that his correct date of birth is not 1937, an office note was put as per Ex. M-48 and the competent authority had issued an order dated 9-12-78 that a charge sheet may be issued to him. Ex. M-50 is the order passed by the Chairman dated 26-12-80, rejecting the memorial filed by the I Party dated 17-4-1980. It is a speaking order and valid reasons have been assigned for rejecting the request of the I party.

31. The Management has produced Ex. M-55 dated 6-10-71 to prove that age of entry for the recruits of Development officers should not be more than 35 years. There is no dispute that the I party Venkoba Rao was appointed as the Development Officer with effect from 5-2-73. The II party has proved that his correct date of birth 13-7-1932 and thus as on 5-2-73 he was more than 35 years. The learned counsel for the II party contended that in order to seek employment as a Development Officer in the L.I.C. he had suppressed his correct date of birth and he obtained the job fraudulently by not disclosing that he was more than 35 years as on 5-2-1973. On the other hand, it was argued for the I party that he was well placed and he was earning more than an officer in the Kampli Sugar Factory earlier to his appointment as a Development Officer and it cannot be believed that he suppressed his correct date of birth. Whether he was getting more emoluments or whether his earnings were more before he joined as a Development Officer is not of much importance. The II party has established that his correct date of birth is 13-7-1932 and with reference to Ex. M-55 showing the maximum age for recruitment of Development Officers is 35 years. From the terms and conditions of offer shown in clause 15 of Ex. M-16, it is obvious that the I party Venkoba Rao had a duty to give his correct date of birth in his application to the post of the Development Officer, but it is now shown from Exs. M-14 and M-15 that he has given a wrong date of birth as 1-7-1937.

32. The Management has relied upon Ex. M-58 to show that in the conciliation proceedings before the Regional Labour Commissioner all the true facts were placed before him and it was urged that the dismissal was correct. Ex. M-58 supports the said contention of the II party. Ex. M-59 (a) is a letter showing the instructions for the recruitment of Development Officer. Ex. M-61 is the forwarding letter for the certified copy of the gazette. Ex. M-60. It was argued by the learned counsel for the II party that the evidence of MW-2 and MW-3 and the documents at Exs. M-11 to M-61 thus establish that the correct date of birth of Venkoba Rao is 13-7-1932 and that the management was justified in dismissing him from service.

33. The learned counsel for the II party brought to my notice the provisions of Chapter 2 of the Life Insurance Corporation of India (Staff) Regulations, 1960 and pointed out that the Development Officer is a Class II Officer. From Regulation No. 18, it was pointed out that the services of an employee of L.I.C. can be terminated in accordance with the provisions of Regulation 39. Regulation 39 indicates that if an employee commits breach of regulation of the corporation or knowingly does anything to the detriment or the interests of the Corporation or conflicting with the instructions or is guilty of any other act prejudicial to the good conduct, the L.I.C. may impose punishments shown therein including dismissal. From Schedule I, it was pointed out that the disciplinary authority in regard to Class II employees is the DM and the Appellate Authority is the ZM. In order to support his contention that an employee who secures an appointment by giving an incorrect date of birth, circumventing the provisions of rules specifying the upper age limit, the commentary running under Section 11-A of the I. D. Act by Sri Malhotra at pages 748 to 785 was brought to my notice. It was further pointed out that where the act or the conduct of the employee is such that the employer cannot rely upon the faithfulness of the employee, the said act amounts to misconduct. He further relied upon the case of Management of Kasojan Tea Estate Vs. Presiding Officer Labour Court, Assam (1974 Lab. I.C. Page 372) and argued that the Tribunal should take into account whether a particular act is a misconduct and whether such misconduct would justify dismissal.

34. The case of Deputy General Manager, K.S.R.T.C. Vs. B. Sriramulu (1987 F.J.R. (Karnataka) Page 157) was relied upon by the II party and it was pointed out that the term misconduct may not have been defined in the standing orders but from the facts and circumstances of the case, it should be gathered whether the acts alleged amount to misconduct or not.

35. The authority of M. L. Dandavate and others Vs. Union of India and others (1983 Lab. I.C. Page 516) was cited for the II party and it was argued that the orders relating to the remunerations and other terms and conditions of service of Development Officers should not be violative of any provision of the Constitution. The aforesaid authorities cited for the II party support the contentions of the II party that the charge of misrepresenting the II party by giving a false date of birth and of producing false evidence to prove the false date of birth have been established and that the said acts amount to misconduct which justify the order of dismissal.

36. On the other hand the learned counsel for the I party cited the case of S. K. Verma Vs. Mahesh Chandra (1983 II L.J. Page 429). The authority is on the point that the Development Officer is a workman within the meaning of Section 25 of the I. D. Act. It has been held that the I party is a workman within the meaning of Section 25 of the I. D. Act. The authority of State of Karnataka Vs. T. Srinivas (AIR 1988 Karnataka Page 67) has been relied upon by the I party to show that a suit for declaration of correct date of birth is maintainable. The II party has not disputed the said proposition of law.

37. The learned counsel for the I party cited the case of the United Oxygen Co. Vs. Karnataka (AIR 1988 Karnataka Page 78). The authority states that if the charge sheet shows that the authority has prejudged that he is guilty, the proceeding is vitiated. In my view, the charge shown at M-1 puts forth the allegations against him and it calls upon him to participate in the enquiry and gives him an opportunity to produce his own evidence. It is difficult to accept the contention that the II party had prejudged the matter before issuing the charge sheet.

38. The learned counsel for the I party referred to the case of Management of Chandra Textiles Pvt. Ltd. Coimbatore Vs. N. Palaniswami (1987 Lab. I.C. Page 1391). The authority is on the point that in the case of reinstatement ordered by the Tribunal, the Tribunal should grant the consequential reliefs. The authority has no bearing since it is found that the charge sheet issued to the I party employee has been established and that the order of dismissal passed by the II party is in order.

39. The learned counsel for the I party placed reliance on the Divisional Manager, Life Insurance Corporation of India, Madurai Vs. R. Sivasathymurthy (1983 II L.J. Page 118). The authority is on the point that mere suspicious

cannot be a substitute for proof in a domestic enquiry. The domestic enquiry has been set aside and on opportunity being given to the II party it has proved the charge of misconduct against I party. The authority does not help the I party.

40. The learned counsel for the I party then cited the case of Ranjit Kumar Chatterjee Vs. the Union of India and others (1984 I L.L.J. Page 402). The authority has laid down the principle that even in a proceeding before quasi-judicial authority, the principles of natural justice would be applicable and the authority concerned shall have to assign reasons for each finding. The authority has relevance as regards. The domestic enquiry, has already been set aside. It is not pertinent on the point whether the management can pass an order of dismissal for furthering an incorrect date of birth, knowing it to be incorrect.

41. The learned counsel for the I party contended that there is a gulf of difference between breach of contract and misconduct and both cannot be the same and since there is no act of misconduct, the order of dismissal cannot be sustained. It has been already observed that if the conduct on the part of the employee is proved to be such that the employer cannot trust him, then the said act amounts to misconduct and regulation 39 as discussed above empower the management to pass an order of dismissal. I find no force in the said contention.

42. Looking from any angle there is no merit in the reference and it is liable to be rejected.

43. In the result, an award is passed to effect that the management of L.I.C. of India, Dharwad Division was justified in dismissing Sri P. Venkoba Rao, Development Officer, with effect from 18-1-1980 and that he is not entitled to any relief.

(Dictated to the Personal Assistant taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer
[No. L-17012/6/87-D.IV(A)IR (Bank I)]

नई दिल्ली, 7 जुलाई, 1989

का.प्र. 1814.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार, अमेरिकन एक्सप्रेस बैंक, नई दिल्ली के प्रबंधन के संबंध विवादों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकट करती है।

New Delhi, the 7th July, 1989

S.O. 1814.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the central Govt. hereby publishes the award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of American Express Bank and their workmen.

ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL
NEW DELHI

I.D. No. 78/86

In the matter of dispute between:

The General Secretary,
American Express Employees Union,
Hamilton House, Connaught Place,
New Delhi.

Versus

American Express Bank Ltd.
Hamilton House,
Connaught Place,
New Delhi.

APPEARANCES :

Shri S. Sunderam—for the workmen.

Shri O. C. Mathur with Mr. M. Dias—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12011/2/84-D.IV(A) dated 4-12-86 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of American Express International Banking Corporation, New Delhi in refusing employment to son of Shri D. B. Kashyap, Head Messenger on his retirement in violation of the agreed policy is justified? If not, to what relief is the workman concerned entitled?"

2. The American Express Employees Union (Registered) (hereinafter referred to as the Union) has raised this industrial dispute against the Management of American Express Bank Limited. Its case in brief is that there was an agreement dated 28-11-73 between the Management and the Union which inter alia contains the following provision :

"Bank is willing to consider a policy, which would provide for recruitment of the son or an unmarried daughter or widowed wife of employees on their retirement, death or incapacitation provided the Candidate meets the minimum requirements as regards educational qualifications is within the age limit and upon being found fit after holding a nominal/vocational test and medical examination. For this purpose, employees will include these due to retire within a period of 12 months from the date of application."

The said agreement was in fact implemented by the Management in the case of the following persons :

"A. Mr. Sugan Singh, watchman-His son Mr. Inder Singh as Typist Clerk-still working.

B. Mr. Prakash Balmiki, Watchman-His son Mr. Lakhi Ram as Messenger-still working.

C. Mr. N. B. Subramoney, Personnel Officer-His son Mr. S. Ganesh as Typist-Clerk-still working.

D. Mr. P. C. Jain, Book Keeper, Travel Deptt.—His son Mr. S. C. Jain as Typist Clerk-still working."

The Management honoured the above agreement during all the years upto 1983 when all of a sudden it decided to make a departure, when it refused to extend the benefit of the agreement to the following persons :

"A. Mr. Om Prakash Kashyap son of Mr. D. R. Kashyap—Bank has not considered and not appointed him till date.

B. Mrs. Usha Sharma, w/o Late Shri V. K. Sharma.

C. Mr. Om Prakash Tang son of Shri Bhartee Singh (Watchman) retired on 31-3-86.

D. Mr. Shali Bhan son of Late Kishan Singh (Chowkidar & Watchman) died on duty and Panna Devi is wife of Late Kishan Singh."

It is alleged that this action of the Management is illegal, unjust, arbitrary and against equity, good conscience balance of convenience and against social justice granted under the Constitution and violation of Section 9-A of the I.D. Act

(hereinafter referred to as the Act) as the departure has been made without service of the requisite notice.

3. The Management raised the preliminary objection that the reference is bad in as much as the Government had earlier refused to make a reference and there was no fresh development for the Central Government to make the present reference and consequently the Central Government acted without and/or in excess of its jurisdiction, in re-opening the case. The Management has not specifically denied the existence of the above mentioned agreement dated 28-11-73 but has made an ambivalent statement that even assuming without admitting that any such agreement existed, it is not a settlement within the meaning of Section 2(p) of the Act. It has further been stated that the said agreement is against Public policy and, therefore, void within the meaning of section 23 of the Contract Act. It has further been stated that the said agreement would be unconstitutional as being violative of the provisions of Articles 14 and 16 of the Constitution and it would also be violative of the Employment exchange (Compulsory notification of vacancies) Act, 1959. In support of its contention it has cited certain authorities as regards the actual implementation of the agreement as alleged by the Union, the bank has made conflicting and contradictory statements and for facility of reference they are reproduced below Verbatim : Thus in para 2 of the written statement it has been stated as under :

"Further the names of certain persons mentioned in the corresponding paragraph 2 of the Statement of Claim, are not the employees of the Bank, hence the so called conclusive evidence is baseless."

Whereas in para 6 of the written statement it has been state as under :

"As regards the recruitment of M/s. Inder Singh, Lakh Ram, S. Ganesh and S. C. Jain, they were recruited into the services of the Bank based on the requirements of the Bank and not on any alleged Settlement as has been alleged by the Union."

The Management has further stated that the present reference is only in respect of the son of D. R. Kashyap and hence the reference to three other persons namely Mrs. Usha Sharma, Om Parkash and Shali Bhan is misconceived and untenable in the present proceedings.

4. First of all, the preliminary objection that the reference is bad is taken up. It is not disputed that under section 10 of the Act where the "appropriate government" (in the present case the Central Government) is of opinion that any industrial dispute exists or is apprehended, it may at any time make a reference of the dispute to the Tribunal for adjudication. There is no bar provided that once the Appropriate Government had formed an opinion not to refer any such industrial dispute it cannot reconsider the opinion. The Government is a sovereign body and has the inherent power to review and reconsider its own decisions. Once it is admitted that the Central Government has the power to make a reference of the dispute, then it has to be accepted by implication that it has got the power to reconsider its own earlier order of refusal and to make the reference. Hence this objection of the Management is without any substance and is rejected.

5. On merits, the first question that arises is whether or not there is in existence an agreement dated 28-11-73 between the Management and the Union. As already noticed earlier, the Management has not categorically denied the existence of such an agreement and has taken up an ambivalent stand and attacked the agreement on various grounds on the hypothesis that such an agreement existed. However, this need not detain us for long because during the proceedings in this Tribunal the Management admitted the execution of the recruitment policy Ex. WW1/A of which the said agreement dated 28-11-73 forms the part. Then the Management took up a frivolous stand that the wording used in this recruitment policy is that the Management was willing to consider the policy for providing jobs to the sons and unmarried daughters or widowed wife of employees on their retirement, death or incapacitation and therefore it was only an understanding and not an agreement.

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This lie on the part of the Management has been nailed to rest by the admitted document dated 22-2-74 Ex. WW1/1B in which Shri B. A. Palkhiwala Vice President of the Management wrote to the Union in the following manner :

American Express International
Banking Corporation.
P.O. Box 507, Bombay,
Telephone : 252752
Cable : Amextowers Bombay,
Telex : 3808,

VICE PRESIDENT'S OFFICE

February 22, 1974.

Mr. V. Vasudev
Convener
American Express Employees Unions'
All India Co-ordination Committee
Oriental Building
364 Dr. D. N. Road
BOMBAY-400001.

Dear Mr. Vasudev :

This refers to your letters of February 11 and 19 which basically refer to Promotion and Recruitment Policies.

I am absolutely amazed at your statement that you consider these signed agreements as merely "understanding" and that these have to be discussed and given a final shape.

It is my clear understanding, as it should be yours, in the light of our exhaustive discussions on this subject that the matter has been finalised between Management and the Union and duly signed by both parties as of November 28, 1973. During this discussion we had clearly stated that we will maintain a ratio not exceeding 2 : 3 over a 5 year period effective January 1, 1974.

My clear and unmistakable understanding of this is that we have agreed to promote from within 3 persons to the 'C' Officer category for every 2 persons hired from outside. It was also clearly understood that these recruitments and promotions cannot concur simultaneously as they will be need based and there will be time lags when the ratio may not be maintained. That is why we had stipulated a period of 5 years during which necessary adjustments will be effected in good faith.

You will appreciate that we have assured the Union that it is not our intention to stick strictly to this ratio provided talents to fill these positions are available within the ranks of our employees. It has been and will always be our policy to give advancement opportunities to our own employees before recruiting from outside. I therefore, consider the agreement on Promotion and Recruitment Policies signed between us as final.

In your verbal conversation with Mr. Kurup you seem to have put a special interpretation to a phrase in the agreement ".....shall not exceed 2 : 3 at any time during the period of 5 years effective January 1, 1974". This phrase, if you will remember, was put in to indicate that the ratio of 2 : 3 cannot be maintained at every moment of the 5 year period but that it is our intention to maintain this overall ratio on absent efforts basis during this period. If this sentence is now interpreted to mean a simultaneous maintenance of this ratio we regret that it goes against everything we have discussed at the last meeting.

I sincerely trust that this is not your position.

Yours truly yours,

Sd/- B. A. Palkhiwala

B.A. Palkhiwala
Vice President-India."

6. It may be pointed out here that the author of the letter dated 22-2-74 Shri B. A. Palkhiwala is the same person who signed the recruitment policy Ex. WW1/A on behalf of the Management. Hence there is no doubt left that the recruitment

policy as contained in document Ex. WW1/A is a settlement between the parties and binding on both of them.

7. Not only the execution of the agreement dated 28-11-73 has been conclusively proved, it further stands established that the Management had actually been implementing the policy contained in the said agreement. The union has cited the names of the four persons continuing in employment of the Management who were appointed in pursuance of the said policy. As already pointed out earlier, the Management has made conflicting and contradictory averments in this regard. On the one hand it has chosen to deny that these persons are its employees and on the other hand it has averred that the said persons were recruited into the services of the Bank based on its requirement and not the aforesaid agreement. Here we may refer to the statement in cross-examination of its witness MW1 Shri Alwyn D'Souza, Personnel Manager. He has admitted that the above agreements were implemented by the Management and he also admitted that out of the four persons mentioned by the Union, three namely Inder Singh s/o Sugand Singh, Lakhi Ram s/o Prakash, Balmiki and Ganesh s/o N. D. Subramaniam were employed by the Bank on the retirement of their fathers and S. C. Jain s/o P. C. Jaina was employed on the death of his father. Notwithstanding the denial of the Management that the said agreement was implemented, it stands conclusively proved that the recruitment policy contained in the agreement dated 28-11-73 was actually implemented.

8. In spite of its protestations that the said agreement even if in existence, is violative of public policy and is violative of the equality clause of the Constitution, et al, the Management has still not committed itself that it will not take resort to this policy in future. It has made an ambivalent statement in para 8 of the written statement that the bank has always considered for providing recruitment to a son or unmarried daughter or a widow of an employee provided such a requirement exists and such candidate meets minimum requirements of the bank which is done strictly on merit. What has one to make of this statement of the Management? Although no such plea was taken in the written statement, the Management have got it stated through MW1 Shri Alwyn D'Souza that the son, daughter or wife of retired/deceased employees namely Sh. R. Srinivasan, L. C. Parare and S. K. Sunderam and A. S. Ramdas in Bombay and N. C. Paria and S. N. Mitra in Calcutta were not recruited in the service of the Bank. However, it has cleverly been not mentioned as to whether the son, daughter or wife of any of these retired/deceased employees had applied for joining the service of the Bank. It may as well be that the children and the wife/widow of these employees were not interested in the service of the Bank. Hence this after thought statement on the part of the Management is a mischief to confound the issues and is rejected.

9. Now we may examine as to whether the policy of recruitment of son or unmarried daughter or widow/wife of employees on their retirement/death or incapacitation is against public policy or violative of the Articles 14 and 16 of the Constitution or of the employment exchange (compulsory notification of vacancies) Act, 1959 or the Rules framed thereunder. It may straight away be noticed that the recruitment policy has been settled by the Management itself and it does not lie in its mouth to impugn the said policy on the so called grounds. It may further be observed that the American Express Bank Limited is a private organisation and is not "State" within the meaning of Article 12 of the Constitution. The provisions of Articles 14 and 16 of the Constitution are applicable only to "State" and "employment or appointment to any office under the State". Section 23 of the Contract Act reads as under :

"23 The consideration or object of an agreement is lawful unless—it is forbidden by law; or is of such a nature that, if permitted, it would defeat the provision of any law; or is fraudulent; or involves or implies injury to the person or property of another; or the Court regards it as immoral, or opposed to public policy. In each of these cases, the consideration or object of an agreement is said to be unlawful. Every agreement of which the object or consideration is unlawful is void".

The impugned agreement is in the nature of social welfare measure by providing relief to the retired or deceased or incapacitated employees by providing employment to one son or daughter or widow or wife of such employees, and it cannot be said to be opposed to public policy or violative of the equality clauses of the Constitution. The authorities *Yogender Pal Singh and others Vs. Union of India* and others AIR 1987 Supreme Court 1015 relied upon by the Management is clearly distinguishable and not applicable to the facts of the present case. In the said case the Rule providing for preferences to the sons and wards of Delhi Policemen in the matter of recruitment was struck down. Now Preference in recruitment to the sons and wards of serving employees is altogether different from providing employment to one son or unmarried daughter or wife or widow of retired deceased or incapacitated employees. In fact in the said authority itself it has been observed by the Hon'ble Supreme Court that it may be permissible to appoint a person who is son of a police officer who dies in service or who is incapacitated while rendering service in the police department. Thus the authority cited supports the claim of the Union rather than that of the Management. Similarly the authorities *Gazula Dasarath Rama Rao Vs. the State of Andhra Pradesh* & Others reported in 1961 (2) SCR page 931 and *Bombay Labour Union Vs. International Franchise (P) Ltd.* reported in AIR 1966 SC 942 relied upon by the Management are not applicable to the facts of the present case. Again, the authority *Central Inland Water Transport Corporation Limited Vs. Breje Nath Ganguly and another* and *Central Inland Water Transport Corporation and another Vs. Tarun Kanti Sengupta and another* AIR 1986 SC 1571 is also not applicable to the facts of the present case because in the said authority a rule providing for termination of employment of a permanent employee on 3 months notice on either side was held to be unconstitutional and violative of Articles 14 and 16 of the Constitution and Section 23 of the Indian Contract Act 1982 as being opposed to public policy and there is no such question involved in the present dispute. The same is the case in respect of the authority *Bombay Labour Union Vs. International Franchise (P) Ltd.* AIR 1966 SC 942 where the question involved was justification of rule which required an unmarried woman to give up service immediately on getting married which was abrogated in the interest of social justice. The Management has not been able to show as to how this policy is violative of the employment exchange (compulsory Notification of Vacancies) Act, 1959 and the Rules framed thereunder. Hence the said recruitment policy being a social welfare measure is held to be good and valid.

10. The agreement of 28-11-73 became a condition of service applicable to the workmen of the Management under section 9-A read with clause 8 of the IVth Schedule of the Act and it could not have been withdrawn by the Management without giving the requisite notice to the Union. Hence, the departure from the recruitment policy as contained in agreement dated 28-11-73 is violative of section 9-A of the Act and is void.

11. The contention of the Management that the present reference concerns only the employment of Sh. Om Parkash s/o Sh. D. R. Kashyap and not the other 3 persons mentioned in para 11 and the Prayer clause of the statement of claim and that this Tribunal cannot enlarge the scope of reference so as to cover these three other persons is quite valid and is accepted and it is held that this reference covers only the case of Om Parkash Kashyap s/o D. R. Kashyap retired Head Messenger.

12. In view of the discussion made above the action of the Management in refusing employment to the son of D. R. Kashyap on his retirement is held to be in violation of the agreed policy contained in agreement dated 28-11-73 and is not justified. The Management is directed to take into employment Shri Om Parkash Kashyap s/o. Shri D.R. Kashyap forthwith, if he satisfies the qualifications laid down for the post of sub-ordinate staff and he shall also be paid his full arrears of pay and allowances from 1-12-1984 when Shri D. R. Kashyap retired from service on superannuation. The arrears to be paid within one month of the enforcement of this award failing which compound interest @12 per cent shall be payable with effect from 1-12-84 till actual payment. It is further clarified that the qualification of age, if any, shall be

reckoned as on 1-12-84. The Management shall also pay costs of Rs. 10,000 to the Union for these proceedings.

30th March, 1989.

G. S. KALRA, Presiding Officer

[No. L-12011/2/84-D.II(A).I.RBI]

नई दिल्ली, 11 जुलाई, 1989

का.ग्रा. 1815.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय जीवन बीमा निगम के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है।

New Delhi, the 11th July, 1989

S.O. 1815.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay, as shown in the Annexure in the industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workman.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-44 OF 1987

PARTIES:

Employer in relation to the management of Life Insurance Corporation of India.

AND

Their Workmen.

APPEARANCES:

For the Management: Mr. P. R. Namjoshi, Advocate.

For the Workmen: Mr. T. S. Palkar, Regional Secretary of the Federation.

INDUSTRY: Insurance.

STATE: Maharashtra.

Bombay, dated the 8th day of April, 1988

AWARD

The dispute that is referred for adjudication relates to the refusal of the Life Insurance Corporation of India to grant two increments to Shri Vijay Atmaram Joshi, who was employed at the material time as Cashier at the Tasgaon Branch Office in Satara Division of the Corporation.

2. Shri Joshi, appeared for his first degree examination namely B.A. held by Shivaji University, Kolhapur. The results of the examination were declared on 14-6-1985, and Shri Joshi was declared as having passed the said examination with honours in First Class. On the basis of that qualification Shri Joshi, who belonged to the category of Staff who are entitled to two graduation increments, claimed that benefit. The two increments were to be released with effect from 1-7-1985. Before that however, Shri Joshi was promoted to the cadre of Section Head w.e.f. 26-6-1985. As Shri Joshi was promoted to the cadre which is not eligible for the graduation increments, before the increments became payable, the Corporation rejected the claim solely on that ground.

3. The workman has claimed the two increments on the basis of Regulation 51 of the Life Insurance Corporation of India (Staff) Regulations, 1960, read with Note (2) below entries nos. 1 to 11 in sub-paragraph (III) namely "Class-III (Clerical and Supervisory Staff)" of paragraph (A) (Scales of Pay) of Schedule-II of the Staff Regulations.

4. Paragraph-1 of Regulation 51 lays down that the scales of Pay, dearness allowance and other allowances (Wherever payable) applicable to the employees of the Corporation in India shall be as prescribed in Schedule-II. Sub-paragraph-III of paragraph A of Schedule-II mentions the 12 categories of Clerical and Supervisory Staff and the Scales of Pay applicable to the employees belonging to the said categories of Class-III employees. Note (2) below entries 1 to 11 in this sub-paragraph reads as follows:—

"A permanent employee in categories 4 to 11 will receive two increments with effect from the first day of the month following that in which it is declared that he has passed the first degree examination."

Class-III employees belonging to categories 1 to 3 and 12 are not entitled to the graduation increments. It is an admitted position that on the date on which he examination results were declared, Shri Joshi, belonged to category 6 (Receiving and Paying Cashier). He was promoted to category 3 as Section Head with effect from 26-6-1985. The category of Section Heads is category 3 and admittedly not entitled to the benefit of receiving two increments on passing the first degree examination.

5. According to the workman on the date on which the result of his first degree examination was declared he belonged to category No. 6 and was thus entitled to get the two increments payable for passing the first degree examination. As mentioned above, the result of the examination was declared on 14-6-1985 and Shri Joshi accepted the promotion as Section Head with effect from 26-6-1985. As laid down in Note (2) the two increments became payable with effect from the first day of the month following the month in which the result was declared. As the result was declared in June 1985 the increments became payable on 1-7-1985. On that day Shri Joshi did not belong to category 6 but he was already promoted to category 3. On the basis of the results he could be deemed to have earned the increments on 1-7-1985. The increments cannot be said to have been earned by Shri Joshi on the date on which the result was declared. The increments were payable by virtue of Note (2) from the first day of the next month, i.e. 1-7-1985. Hence the fact that he belonged to category 6 on the date on which the result was declared has absolutely no significance. As he ceased to belong to category 6 and was promoted to category 3 before he earned the increments i.e. before increments became payable only to employees belonging to category 4 to 11 it was necessary that he should have belonged to one of these categories on the date with effect from which the two increments became payable. He would have been entitled to receive the two increments with effect from 1-7-1985 the date on which he had ceased to belong to the categories which were entitled to get the benefit by virtue of the relevant provision.

6. The contention that the workmen earned the increments and became entitled to them on the day on which his result was declared cannot be accepted. He became entitled to receive the increments w.e.f. first day of July, 1985, and he would have been entitled to the claim if he had continued to belong to the categories which are entitled to increments by virtue of Note (2) on the said date. Only persons belonging to categories 4 to 11 are entitled to the graduation increments, which became payable w.e.f. first day of the month following the month in which the result is declared. The date on which the result is declared has no significance except for the purpose of ascertaining the date from which the concerned employee becomes entitled to get the increments. The right to get the increments vests in the concerned employee only from the first day of the month following that in which the result is declared. As employees belonging to particular categories are qualified to get the two increments, the employee claiming the benefit must belong to the said categories on the day on which the right to get the increment is vested in him by virtue of passing the first degree examination. As Shri Joshi, had ceased to belong to the said categories before 1-7-1985, the day on which the right to get the increments could have vested in him, he became dis-entitled to get the two increments.

7. It was contended, that the workman had no option but to accept the promotion and hence cannot be deprived of the increments which he would have been entitled to get if he had continued in the original cadre. As the cadre of Section Head was to become a closed cadre w.e.f. 1-7-1985, he was bound to accept the promotion before that day. There is no substance in this contention. He always had the option to continue in the original cadre and claim the two increments. No doubt, he could not have refused the promotion and because of the decision of the Corporation to treat the cadre of Section Heads as Closed Cadre w.e.f. 1-7-1985, he was constrained to accept the promotion before that date. The notification declaring that the Section Head Cadre was to be a Closed Cadre w.e.f. 1-7-1985, was issued by the Central Government on 11-4-1985. This decision was a policy decision. It was not taken to deprive any particular workman of the benefit conferred by Note (2). It was an accident that the result of the first degree examination was declared in June 1985 and the increments became payable with effect from 1-7-1985 the date from which the Cadre of Section Head was treated as a Closed Cadre. Hence the fact that this circumstances forced Shri Joshi to accept the promotion has no bearing on the claim in dispute. As Shri Joshi ceased to belong to one of the categories which are eligible to receive the graduation increments before the date w.e.f. which the increments became payable, he is not entitled to get the two increments in question. The action of the Corporation in not allowing the two increments to Shri Joshi was perfectly justified and the workman is not entitled to any relief. Award accordingly.

M. S. JAMDAR, Presiding Officer
[No. L-17012/7/87-D.IV.A/I.R.Bank. I]

का.प्र. 1816—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सांगली बैंक लि., सांगली के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई-II के पंचपट को प्रकाशित करती है।

S.O. 1816.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay-II as shown in the Annexure in the industrial dispute between the employers in relation to the Sangli Bank Ltd. Sangli and their workmen.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/33 of 1986

PARTIES

Employers in relation to the management of Sangli Bank Limited.

AND

Their Workmen

APPEARANCES

For the Employers.—Shri M. B. Anchan, Advocate

For the workmen.—Shri A. V. Sathye, Advocate.

INDUSTRY : Banking STATE : Maharashtra.

Bombay, dated the 3rd August, 1988

AWARD

The Central Government by their order No. L-12012/105/85-D.IV(A) dated 18-8-1986 has referred the following industrial dispute to this Tribunal for adjudication under section 10(1)(d) of the Industrial Disputes Act :—

“Whether the action of Chairman and Chief Executive Officer of the Sangli Bank Ltd., in awarding penalty of stoppage of two annual increments and thereby postponing future increments of Shri S. M. Chavan, Sub-staff, Budhgaon Branch is justified? If not, to what relief is the workman concerned entitled?”

2. Necessary statement of claim in support of the claim of the workman was filed on behalf of the Sangli Bank Employees Union.

3. No written statement was filed on behalf of the said Bank. However, during the pendency of this reference, a joint application was filed on behalf of the said Bank, and on behalf of the said Union stating that they have amicably settled the matter. The terms of the said settlement as stated in that application are thus :—

“1. Both the parties agree that whatever stands and counter taken by both the parties against each other stand as withdrawn in view of the settlement.

2. Shri Santaji Maruti Chavan was awarded the punishment of stoppage of two annual increments due for 1984 and 1985 postponing his future increments. This punishment shall be modified and now he shall be awarded the punishment of stoppage of only one increment due for 1984 without the effect of postponing his future increments. In view of this his increments and dues shall be calculated and his basic pay would be fixed accordingly. Shri Santaji Maruti Chavan shall be paid the difference of salary subject to normal deductions, within one month from this date.

3. The Union and the workman concerned agree that they shall not reopen the case of Shri Santaji Maruti Chavan at any forum hereafter on this count.”

4. I find that this settlement is quite in the interests of the said workman, and as such, effect must be given to it.

5. Therefore, the award must be and is drawn accordingly.

P. D. APSHANKAR, Presiding Officer
[No. L-12012/105/85-D.IV(A)/I.R. Bank-I]

PADMA VENKATACHALAM, Dy. Secy.

नई दिल्ली, 11 जुलाई, 1989

का.प्र. 1817—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उ.प्र. स्टेट सीमेन्ट, कार्पोरेशन लि., युनिट डाला सीमेन्ट के प्रबन्धन के पेटरी डाला, मिर्जापुर सम्बन्ध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 3-7-89 को प्राप्त हुआ था।

New Delhi, the 11th July, 1989

S.O. 1817.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Cement Corporation Dulla, Mirzapur and their workmen, which was received by the Central Government on the 3-7-89.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 64 of 1989

In the matter of dispute between :

Shri Kameshwar Singh,
C/o Shri Damodar Upadhyaya,
Vice President,
Bhartiya Cement Udyog Mazdoor Sangh,
Dalla,
Mirzapur.

AND

The Chief Manager,
U. P. State Cement Corporation,
Unit-Dalla Cement Factory,
Dalla,
Mirzapur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-29012/38/88-D.III(B) dt. 8-3-89, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of U. P. State Cement Corporation Ltd. in relation to their Dalla Cement Factory, Dalla, Mirzapur, in terminating the services of Shri Kameshwar Singh, Ex-Electrician, w.e.f. 26-10-86 is justified. If not, to what relief the workman concerned is entitled ?"

2. In the present case two dates i.e. 14-4-89 and 15-5-89 have already been given for filing of the claim statement. Appearance from the side of the workman was made on 14-4-89 by one Shri Purshottam Agarwal by means of his application dt. 14-4-89 and who noted the next date i.e. 15-5-89 fixed in the case. But despite that he did not turn up on 15-5-89 and the case was adjourned to 19-6-89.

3. On 19-6-89 none appeared in the case from the side of the workman nor any application was moved seeking time to file claim statement.

4. In the circumstances of the case it appears that neither the workman nor the union is interested in contesting the case. As such a no claim award is given in the case against the workman.

ARJAN DEV, Presiding Officer

[No. L-29012/38/88-D.III(B)]

का.सं. 1818.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार व.पी. स्टेट सीमेन्ट कार्पोरेशन लि. की डल्ला साईन स्टोन साईन के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-89 को प्राप्त हुआ था।

S.O. 1818.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dalla Lime Stone Mine of U.P. State Cement Corpn. Ltd. Unit Dalla Cement Factory, Dalla, Mirzapur and their workmen, which was received by the Central Government on the 3-7-1989.

ANNEXURE

BEFORE SH. ARJAN DEV PRESIDING OFFICER,
GOVT. INDUSTRIAL TRIBUNAL CUM-
LABOUR COURT, KANPUR

I.D. No. 96 of 1987

In the matter of dispute between
The General Manager,
U. P. State Cement Corporation Ltd.
Dalla Cement Factory, Dalla, Mirzapur

AND

The Secretary,
Bhartiya Cement Udyog Mazdoor Sangh,
Dalla, Mirzapur.

AWARD

1. The Central Govt. Ministry of Labour, vide its notification No. 29012/9/87/D-III(B) dated 23-7-87, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Dalla Lime Stone Mine owned by U. P. State Cement Corporation Ltd., Dalla in terminating the services of Sh. Budhi Ram w.e.f. 27-6-86 is legal and justified ? If not, to what relief the workman concerned is entitled ?

2. In the instant case 8-5-89 was the date for cross examination of the workman, but it was adjourned to 20-6-89 for the cross examination of the workman. But on 20-6-89 parties to the dispute filed a settlement with the request that the reference be answered in terms of the settlement. The settlement has been signed by Sh. R. P. Singh, Personnel Officer of the management and Sh. Damodar Upadhyaya Vice President of the said Mazdoor Sangh on 17-6-89. The terms of settlement are :—

1. Sambandhit Karmkar, Shri Budhiram ko kat Nyayalaya me Samjhauta Dakhil karne ke ek Saptah ke Andar, unke Poorva pad par sewa me Rakh Liya Jayega.

2. Sh. Budhiram ko unki poorva ki Varishthata di Jayegi.

3. Sh. Budhiram ko pichhale vetan ka Bhugitan Nahī Kiya Jayega.

3. As such the reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-29012/8/87-D.III(B)]

का.सं. 1819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार नेत्र और प्राकृतिक गैस आयोग, देहरादून के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-89 को प्राप्त हुआ था।

S.O. 1819.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil & Natural Gas Commission, Tel Bhawan, Dehradun and their workmen, which was received by the Central Government on the 3-7-1989.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 13 of 1989

In the matter of dispute between :

Shri Keshva Nand S/o. Banshi Ram 34/41, Akhara
Mohalla, Dehradun ... Applicant.

AND

Chairman, Oil & Natural Gas Commission, Tel Bhawan,
Dehradun. Opp. Party.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-30012/31/88-D.III(B) dated 18-1-89, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of ONGC, Dehradun in terminating the services of Shri Keshva Nand S/o. Shri Banshi Ram, Ex-Mazdoor w.e.f. 1-9-1987 was justified. If not, what relief the workman is entitled to ?"

2. In the present case notice for filing of the statement of claim were sent five times on the address given in the reference order. But till 2-6-89 no claim statement has been filed from the side of the workman.

3. It seems that workman is not interested in prosecuting the case. As such a no claim award is given in the case against the workman

ARIJAN DEV, Presiding Officer
[No. L-30012/31/88-D. III(B)]

नई दिल्ली, 12 जुलाई, 1989

का. भा. 1820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, बम्बई सार्वभौमिक मैजर्स लिमिटेड, बम्बई के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई में 2, के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-89 को प्राप्त हुआ था।

New Delhi, the 12th July, 1989

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Bombay Licenced Measurers Ltd. Bombay and their workmen, which was received by the Central Government on the 4-7-1989.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 BOMBAY

Reference No. CGIT-2/27 of 1986

PARTIES :

Employers in relation to the management of M/s. Bom-
bay Licenced Measurers.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri R. B. Pitale, Officer, Bombay
Chamber of Commerce.

For the workmen—Miss Kunda Narayan Samant, Sec-
retary, B.P.T. Employees' Union.

INDUSTRY : Ports and Docks STATE : Maharashtra.

Bombay, the 27th June, 1989

AWARD

Part I

The Central Government by their Order No. L-31011/2/85-D.IV (A) dated 26-6-1986 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of the Bombay Licenced Measurers Ltd., Bombay operating in the Major Port of Bombay, in depriving the 46 workmen of their normal full wages during the period of lay off as per established practice and usage from the midnight of 14-3-84 to 11-3-1984 is justified ? If not, to what relief the workmen concerned are entitled ?"

2. The case of the Bombay Port Trust Employees' Union as disclosed from the statement of claim (Ex. 3/W) in short, is thus

The Secretary of the Bombay Licenced Measurers Ltd. by his letter dated 21-3-1984 informed the Union that the company was unable to provide employment to the workmen who were in the docks due to strike of the Dockers from 14-3-1984 midnight and as such they were laid off and would be paid 50% of their wages as lay off compensation, and also that the company will not be earning any revenue during the strike period. The Union again requested the Management by its letter dated 24-3-1984 to pay full wages to the workmen, and further brought to the notice of the management that as the lay off notice was put up by them only on 16-3-1984, it was in contravention of Rule 75-A of the Industrial Disputes (Central) Rules, 1957, and as such, that notice was null and void. The management did not, however, by their letter dated 26-3-1984 accept their request of the workmen. Hence the Union raised an industrial dispute on behalf of the workmen before the Assistant Labour Commissioner (C), Bombay. However, the conciliation proceedings ended in failure. Hence the Central Government made the reference as above.

3. The Union further alleged that this Central Government Industrial Tribunal has jurisdiction to try and adjudicate the present reference, as the appropriate Government is the Central Government. The management has employed the workmen in connection with measurement of Cargo, etc. in the Port of Bombay. As such, this Tribunal has jurisdiction to entertain the present reference. The Union lastly prayed that this Tribunal should declare the said action of the management in not granting full wages to the workmen as not just and proper, and this Tribunal should direct the management to pay the full wages to the workmen.

4. The Secretary of the Bombay Licenced Measurers Ltd. by his written statement (Ex. 2/M) opposed the said claim of the said Union, and in substance contended thus :—

This Central Government Industrial Tribunal has no jurisdiction to try and decide the reference in question, as the appropriate Government is the State Government and not the Central Government. The said company is not carrying out its activity under the authority of the Central Government and is not established by any of the Acts mentioned in Section 2 of the Industrial Disputes Act. The Assistant Labour Commissioner (C), Bombay had no jurisdiction to entertain the industrial dispute between the parties and further the reference made by the Desk Officer of the Central Government on the basis of the failure report of the ALC (C), Bombay, is also not tenable in law before this Tribunal for want of jurisdiction. Further, the said Union has no locus

stand to espouse the cause on behalf of the workmen working in that company, as that Union does not represent the majority of the workmen employed by the company. No resolution was passed in the General Body meeting of that Union. The General Secretary of the Union was also not authorised by the workmen to raise the industrial dispute in question on their behalf. As such, no industrial dispute lies between the management and its workmen.

5. As regards the merits of the case, the management contended thus :—

The Bombay Licenced Measures Ltd. is engaged in the work of measuring cargo passing through the Port of Bombay, and has offices located within the premises of the Bombay Port Trust docks. The dock operations were supposed to be in progress. The closure of the docks was as a result of the strike call given by the trade Union. There was a strike with effect from midnight of 15-3-1984. It resulted in imposing bar on the entry into the Docks. It was not possible to provide work to the staff members of the company, and as such they were laid off upto 11-4-1984, after which the strike came to an end. About 46 workmen were laid off, and the lay off compensation was paid to them as per the provisions of the Industrial Disputes Act. The company paid the compensation to reduce the hardship of the workmen due to the sudden strike of the Dock Workers. The company also offered to adjust 50% wages for 26 days period of strike against Privilege Leave which in fact would amount to only 13 days in relation to the affected workmen. The Union, however, insisted upon full wages without any adjustment. However, the demand of the workmen for full wages during the said period, is not just, proper and tenable and as such, it deserves to be rejected by this Tribunal.

6. The Issues framed on the above said pleadings are :—

- (1) Whether Central Government or the Maharashtra State Government is the appropriate Government for the purpose of the present case ?
- (2) Whether the Bombay Port Trust Employees' Union is not competent to espouse the cause for and on behalf of the workmen working in the Bombay Licenced Measures Ltd. for the reasons urged by that company in para 3(b) of the its Written statement ?
- (3) Whether no industrial dispute existed between the said company and the said Union ?
- (4) Whether the reference in question is bad in law ?
- (5) Whether the action of the management of the Bombay Licenced Measures Ltd. Bombay operating in the Major Port of Bombay, in depriving the 46 workmen of their normal full wages during the period of lay off as per established practice and usages from the midnight of 14-3-84 to 11-4-84 is justified ?
- (6) If not, to what relief the workmen concerned are entitled ?

7. My findings on the above said Issues are :—

- (1) Central Government is the appropriate Government for the purpose of the present case.

REASONS

ISSUE No. 1

8 Issue No. 1 has been tried as a preliminary Issue. According to the management of the Bombay Licenced Measurers Ltd., the appropriate Government for the purpose of the present reference is the Maharashtra State Government, while according to the BPT Employees Union, the appropriate Government is the Central Government. Section 2(a) (i) of the Industrial Disputes Act defines the appropriate

Government.' As per this definition, the appropriate Government in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or in relation to an industrial dispute concerning a major port or a Dock Labour Board established under Section 5-A of the Dock Workers (Regulation of Employment) Act, 1948, is the Central Government. According to the management, the work of the said company is not carried on under the authority of the Central Government. Further, according to the management, Section 2 of the said Act contains a very exhaustive list of companies etc. which are covered by the definition of the term 'appropriate Government', that the name of the said company is not appearing in that list, and as such, the appropriate Government in the present case is not the Central Government. Further, according to the management, Section 2 of the said agents such as, Cox and Kings, Thomas Cook etc. which carry on the business at the docks, but the appropriate Government in respect of the industrial dispute of these companies is the State Government and not the Central Government. According to the management, the work of measuring Cargoes as is done by the company in question, is not connected with the activities of the major port, and as such the said company is governed by the Maharashtra State Government and not by the Central Government. I, however, find that the company in question is governed by the Central Government for the purpose of the present reference. In the present case, as urged by the Union of the workmen, the said management has employed its workmen in connection with measuring the cargoes in the port of Bombay. Further according to the Union, the entry passes are issued by the Bombay Port Trust, and the licence to run the business is granted by the Bombay Port Trust to the Bombay Licenced Measurers Ltd., i.e., the company in question. Therefore, I find that the nature of the work of the said company is concerning docks of the Major Port of Bombay. The activities of the said company are concerned with the Dock Labour Board and are in relation to the Major Port, and as such, the appropriate Government for the purpose of the present reference is the Central Government and not the Maharashtra State Government.

9. My attention was drawn on behalf of the Union to the Judgment of Hon'ble Bombay High Court reported in 1961 (1) I.J.J., page 42 in the case between Tulsidas Khimji and Jeejeebhoy (F). In this case, a certain partnership firm was running Clearing, Shipping, Godown Department and two more departments. The employer retrenched the employees of the first two departments. A reference was made by the Central Government in the matter. The validity of that reference was challenged on the ground that the Central Government was not the appropriate Government. It was, however, held by the Hon'ble High Court of Bombay that the Central Government was the appropriate Government in the matter. This case certainly applies to the facts of the present case in which the workmen are working as Measurers of Cargo in the Port of Bombay. Further, according to me the workmen in question would fall within the definition of 'dock workers' as defined under Section 2(b) of the Dock Workers (Regulation of Employment) Act, 1948. As per this definition, a dock worker means a person employed in the vicinity of any port on work in connection with loading, unloading, movement or storage of cargoes etc. As per the definition under Section 2(d) of the said Act, 'Government' means in relation to any major port, the Central Government. In the present case, the employees are employed in the vicinity of the major Port of Bombay in connection with loading, unloading work of Cargoes. As such, the appropriate Government in respect of them, is the Central Government.

10. In the result, the finding on Issue No. 1 is that the Central Government is the appropriate Government for the purpose of the present case.

P. D. APSHANKAR, Presiding Officer
[No. L-31011/2/85-D.IV(A), D.III (B)]

सई दिल्ली, 10 जुलाई, 1989

का. प्रा. 1821—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्राग 17 के अनुसरण में, केन्द्रीय सरकार औद्योगिक ट्रिब्यूनल को., बम्बई पोर्ट ट्रस्ट, बम्बई के प्रबंधक से सम्बद्ध नियोजकों और उनके कामकाजों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम बम्बई स. 1 के प्राग 17 के अन्वये प्रकाशित करती है, जो केन्द्रीय सरकार की 11-7-89 की प्राप्त हुआ था।

New Delhi, the 18th July, 1989

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay, No. 1 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oriental Transport Co., Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on 11-7-1989.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY.

PRESENT :—

Mr. Justice M. S. Jamdar, Presiding Officer.

REFERENCE NO. CGIT-41 OF 1987

PARTIES :

Employers in relation to the management of Oriental Transport Co., Bombay Port Trust.

AND

Their Workmen.

APPEARANCES :—

For the Management : Mr. S. V. Nadkarni, Advocate

For the Workmen : Mr. S. R. Wagh, Advocate

INDUSTRY : Ports & Docks.

STATE : Maharashtra.

Bombay, dated the 13th day of June, 1989

AWARD

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947, has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Orient Transport Co. Bombay, a Custom House Clearing and Forwarding Agent, operating in the major port of Bombay, in terminating the services of Shri Somnath N. Vispute, Godown Clerk, with effect from 8th August, 1985, without holding any domestic enquiry, etc. is justified? If not, to what relief the workman concerned is entitled?"

2. Even though there is dispute about the position held by the workman Shri Somnath N. Vispute, in the organisation of M/s. Orient Transport Company, it is not disputed that the workman was in service of the first M/s. Orient Transport Company, since 1978. His services were terminated by the management with effect from 8-8-1985, by letter of even date. According to the workman, in order to protect his interest and also that of his co-workers he was taking active interest in the Union activities and continued these activities even though his employer was displeased with him on that account. He further contended that even though he was employed as a Godown Clerk, he was not given the pay scale fixed by the settlements between the Union and the

Association of the Customs Clearing and Forwarding Agents and therefore the Union was demanding that he should be given the same pay scale as fixed for a Godown Clerk by the said settlements. But even though the company was a member of the Association of Customs Clearing and Forwarding Agents who was a party to the settlements, was reluctant to pay wages to the workman according to the scale fixed by the settlements and hence victimised him by terminating his services for mis-conduct without holding an enquiry.

3. In the written statement filed by the Partner of the first party M/s. Orient Transport Company, it is contended that the workman who was working as a Peon in the Godown of the Company did not report for duty from 19-3-85. The Company vide its letter dated 6-4-1985, addressed to the Secretary of the Transport and Dock Workers' Union with a copy to the workman called upon the workman that he may join his duty immediately. But the workman did not report for duty in response to the letter dated 6-4-1985 and hence the Company had no alternative but to terminate his services. According to the Company, the workman was not diligent in his duties and the Company had received verbal complaints from its customers about the rude and intolerant behaviour of the workman. The Company maintained that the services of the workman were properly terminated as he did not report for duty from 19-3-1985 and for his persistent mis-behaviour after he was given an opportunity to join duty vide letter dated 6-4-1985. According to the Company, there was no need to hold an enquiry in the matter and the workman was given ample opportunity to join service which he failed and neglected to do. The Company also submitted that to its knowledge and information the workman has been presently employed with M/s. Babaji Shivram Clearing & Carriers Pvt. Ltd., Bombay, and he is handling their bills of entry.

4. Even though there is nothing on record to support the claim of the workman that he was employed as Godown Keeper by the first party, the contention of the Company that the workman was employed as a peon is on the face of it frivolous. The Company has not produced any record to show that the workman was employed as a peon and not as a Godown Clerk. It is also pertinent to note that in paragraph 3 of its written statement the Company has stated that the workman is presently employed by M/s. Babaji Shivram Clearing & Carriers Pvt. Ltd., Bombay and that he is handling their bills of entry. It is also brought on record during the cross-examination of the workman that since last two months he is working as a Clerk with M/s. Impex Clearing & Shipping Agency, that a Custom Pass is issued by the Custom Authorities for his work and that M/s. Impex Clearing & Shipping Agency is paying him Rs. 1200/- per month. In view of this it is difficult to accept the contention of the Company that the workman was employed as a peon and not a godown Clerk.

5. As mentioned above, the services of the workman were terminated by letter dated 8-8-1985. This letter which is produced at Ex. W-1 was addressed to the workman by Shri K. P. Dalal, Partner of M/s. Orient Transport Company. It reads as follows :—

"This is to inform you that in view of the earlier correspondence and your persistent misbehaviour, you are relieved from your service."

6. The earlier correspondence referred to in letter Ex. W-1 relates to an earlier action by which according to the workman his services were terminated with effect from 19-3-1985 and that he was reinstated in service when the Union took up the dispute. Ex. M-1 dated 21-3-1985, is a letter which was addressed by the Secretary of the Union to the Company in respect of illegal and unjustified termination of services of Shri Somnath N. Vispute, Godown-Keeper, Bombay. Ex. W-2 dated 6-4-1985, is the reply given by the Company to the letter Ex. M-1. In that letter the Company asserted that Shri Vispute had been working with the Company as a Peon and he remained absent from 19-3-1985 and that he falsely reported to the Union that his services were verbally terminated with effect from 19-3-1985. The Company further stated in the said letter that it had sent a Show cause Notice to the workman calling upon him to show cause why disciplinary action should not be taken against him for unauthorised absence from work. It was also stated in the said letter that since the services

of the workman were not terminated the question of continuing him in service did not arise, that he may join the duty immediately but his absence will be treated as unauthorised and necessary action will be taken against him. It is however an admitted position that the workman continued in the employment of the Company till 8-8-1985.

7. It is crystal clear from the letter Ex. W-1 that the services of the workman were terminated for mis-conduct of persistent misbehaviour. The Company has affirmed this position in the reply Ex. M-3 dated 21-10-1985, to the three letters Ex. W-2 to Ex. W-4, addressed by the Union to the Company on the subject of illegal termination of service of the workman Shri Vispute and payment of wages and other emoluments, to the said workman as per the terms of the settlements dated 9-3-81 and 17-2-85. The Company has also asserted in its written statement that the workman was removed from service for mis-behaviour.

8. Admittedly, no enquiry was held into the charges of irregularity in attendance and persistent mis-behaviour. As the services of the workman were terminated for mis-conduct it was necessary to hold an enquiry and give the workman an opportunity to meet the charges. Admittedly, this was not done. The Company has not also prayed in its written statement that opportunity should be given to it to prove the charges before this Tribunal in case it is held that it was necessary to hold an enquiry. There is no such prayer in the written statement. The order terminating the services of the workman will have to be set aside and the workman reinstated in service.

9. It is therefore declared that the action of M/s. Orient Transport Company in terminating the service of Shri Vispute without holding any domestic enquiry was unjustified and the management of M/s. Orient Transport Company, Bombay, is directed to reinstate the workman as a Godown Clerk forthwith and to pay him back wages from 8-8-1985 till 31-3-1989. Award accordingly.

[No. L-31012/11/86-D. IV (A)/III (B)]

M. S. JAMDAR, Presiding Officer

का. आ. 1822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार में केरल मिनेरल्स एण्ड मेटल्स लिमिटेड, क्यूिलन के प्रबंधन से सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में विनिर्दिष्ट औद्योगिक विवाद में औद्योगिक प्रतिक्रिया, क्यूिलन केरल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-89 को प्राप्त हुआ था।

S.O. 1822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Quilon, Kerala as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Kerala Minerals and Metals Ltd., Quilon and their workmen, which was received by the Central Government on the 6th July, 1989.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,
QUILON

(Dated, this the 1st day of July, 1989)

PRESENT:

Sri C. N. Sasidharan, Industrial Tribunal

in

Industrial Dispute No. 8/88

BETWEEN

The Managing Director, Kerala Minerals and Metals Ltd., Titanium Dioxide Pigment Unit of K.M.M. Ltd., Sankaramangalam, Chavara P.O., Quilon District.

1999 GI/89—17

(By Sri U. K. Ramakrishnan, Advocate, Cochin)

AND

The General Secretary, K. M. M. Titanium Employees Union, Regd. No. 424/82, Chavara P.O., Quilon District.

(By Sri N. Raman Pillai, Advocate, Quilon).

AWARD

The Government of India, as per order No. L-29011/46/87-D III(B) dated 20th September, 1988, has referred the above industrial dispute for adjudication to this Tribunal

The dispute to be resolved is :

SCHEDULE

"Whether action of the management of Kerala Minerals and Metals Ltd., Titanium Dioxide Pigment Unit, in not regularising the leave of the following seven employees for 25th November, 1985 is justified. If not, what relief the concerned employees are entitled to ?"—

1. Sri K. M. Mathai, Technician Gr. 'A'.
2. Sri David Varghese, Technician Gr. 'A'.
3. Sri K. Somasekharan Nair, Crane-cum-Material Handling Equipment Operator.
4. Sri P. K. Gopalakrishnan, Crane-Cum-Material Handling Equipment Operator.
5. Sri P. M. Kurian, Crane-Cum-Material Handling Equipment Operator.
6. Sri G. Sudhakaran Pillai, Crane-Cum-Material Handling Equipment Operator.
7. Sri V. Kamalasanan Achary, Crane-Cum-Material Handling Equipment Operator.

2. Notices were issued to the parties and both sides entered appearance and filed their respective statements.

3. During the course of the pendency of this case for evidence, on 16th March, 1989, the learned counsel for parties submitted that there is a likelihood of compromise and the case was accordingly adjourned for reporting compromise on 30th March, 1989. But the parties again took adjournment on the next three postings and the case was finally posted to 29th June, 1989 for reporting settlement. On that day, the parties filed a joint statement settling the matter out of court.

4. Since it is requested I accept the settlement and pass an award in terms of the settlement filed by the parties which is shown as annexure to this award.

C. N. SASIDHARAN, Industrial Tribunal

[No. L-29011/46/87-D. III(B)]

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, QUILON

I.D. No. 8 of 1988

BETWEEN

The Kerala Minerals and Metals Ltd., Quilon.
... Management.

AND

The General Secretary,
K. M. M. Titanium Employees Union,
Chavara.
... Union.

JOINT STATEMENT FILED BY THE UNION AND
THE MANAGEMENT

1. The union and the management dismissed the dispute pending before this Hon'ble Tribunal, directly and settled the dispute out of court as follows :—

The employees involved in the above dispute and the union, expressed regret in the administrative and other inconvenience caused to the management on 25th November, 1985 due to their absence from duty. In view of this, the management decided to review their decision taken in respect of the absence of those employees from duty on that day and to regularise it as leave without wages and accordingly it will not be treated as break in service.

2. In view of this settlement the union is not purwhing the above dispute further and hereby withdraw the above dispute.

3. Since the above dispute is settled out of Court in the above terms, we pray that this Hon'ble Tribunal be pleased to record the above settlement and dispose of the above dispute in terms of the settlement.

Dated, this the 29th day of June, 1989.

Union

Management

Sd/-

Sd/-

Sd/-

Sd/-

Advocate for the Union

Advocate for the Management.

का. प्रा. 1823.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दुर्गापुर स्टील प्लांट (सल) की बोलानी ओरस माईन्स के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-7-89 को प्राप्त हुआ था।

S.O. 1823.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bolani Ores Mines of Durgapur Steel Plant (SAIL) and their workmen, which was received by the Central Government on the 11th July, 1989.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
PRESENT :

Shri S. K. Misra, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 7 of 1989 (Central)

Dated, Bhubaneswar, the 29th June, 1989

BETWEEN

The Management of Bolani Ores Mines of Durgapur Steel Plant (SAIL)
... First Party-
Management.

AND

Their workman Sri Chhabindra Patnaik represented through the Secretary, Bolani Iron Ore Labour Union, At/P.O. Bolani, District Keonjhar.

... Second Party-
Workman.

APPEARANCES :

None—For both the parties.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute, vide their order No. L-26012/26/88-D. III(B) dated 22nd February, 1989 for adjudication :—

“Whether the action of the management of Bolani Ores Mines of Durgapur Steel Plant of SAIL, P.O. Bolani, District Keonjhar, Orissa in terminating the services of Sri Chhabindra Pattnaik, Mazdoor w.e.f. 9th December, 1986 is justified? If not, what relief is the workman entitled to?”

2. 14th June, 1989 was fixed for hearing of this case. On that day both parties remained absent. On perusal of the order sheet it appears that the workman has not filed any statement of claims despite registered notice. In view of non-appearance of both parties in the Tribunal, it can safely be inferred that at present no dispute subsists between the parties. Hence a no dispute Award is passed so far as this reference is concerned.

Dictated & corrected by me.

S. K. MISHRA, Presiding Officer
[No. L-26012/26/88-D. III(B)]

का. प्रा. 1824.—औद्योगिक विवाद अधिनियम, 1947 का (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में श्री डी. एम. रेगे, रिटायर्ड जज, बम्बई हाई कोर्ट और अध्यक्ष, पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-7-89 को प्राप्त हुआ था।

S.O. 1824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of Shri D. M. Regé, Retired Judge, Bombay High Court and Arbitrator, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd., and their workmen, which was received by the Central Government on the 7th July, 1989.

ANNEXURE

BEFORE THE ARBITRATOR SHRI D. M. REGÉ,
RETIRED JUDGE, BOMBAY HIGH COURT

In the matter of Section 10A of the Industrial Disputes Act, 1947;

AND

In the matter of dispute

BETWEEN

Hindustan Petroleum Corporation

AND

Its Unions in Eastern, Western, Northern and Southern Regions.

AWARD

Dated 21st June 1989

BEFORE THE ARBITRATOR SHRI D. M. REGÉ,
RETIRED JUDGE, BOMBAY HIGH COURT

In the matter of Sec. 10A of the Industrial Disputes Act, 1947;

AND

In the matter of Disputes

BETWEEN

Hindustan Petroleum Corporation

AND

Its Unions in Eastern, Western, Northern and Southern Regions.

APPEARANCES :

1. For Hindustan Petroleum—Shri P. K. Rele, Advocate, Corporation.
2. For H. P. Karmachari Union—1 Mrs Nishita Mhatre, Advocate, 2. Shri S. M. Dharap, Advocate, 3. Shri K. D. Kulkarni, President, 4. Shri C. S. Dalvi, Vice President, 5. Shri R. P. Pamar, Jr. Secretary, 6. Shri L. S. Bhonsle, Secretary.
3. For Petroleum Employees Union—1. Shri Raja Kulkarni, President, 2. Shri K. N. Krishnan, Secretary General, 3. Late Shri Viswas Kulkarni, General Secretary.
4. For Petroleum Workers' Union, New Delhi—1. Shri Y. D. Sharma, General Secretary, 2. Shri K. L. Chhabria, Jr. Secretary.
5. For H. P. Employees Union, New Delhi—1. Shri C. R. Rao, General Secretary, 2. Shri R. L. Arora, Jr. Secretary.
6. For Petroleum Employees Union, Madras—Shri V. Muthukrishnan, Jr. Secretary.
7. For Petroleum Worker's Union, Ernakulam—Shri P. Abubacker, Advocate, Gen. Secretary.
8. For Petroleum Worker's Union, Calcutta—Shri Kamal Mukerjee, General Secretary.
9. For Bengal Oil and Petrol Worker's Union—1. Late Shri Aurobindo Bose, President, 2. Mr. Bose, President.

BEFORE THE ARBITRATOR SHRI D. M. REGE,
RETIRED JUDGE, BOMBAY HIGH COURT

In the matter of Section 10A of the Industrial Disputes Act, 1947

AND

In the matter of Dispute

BETWEEN

The Hindustan Petroleum Corporation;

AND

1. Hindustan Petroleum Karmachari Union, Bombay.
2. Petroleum Employees' Union, Bombay.
3. Petroleum Workers' Union, New Delhi.
4. Hindustan Petroleum Employees' Union, New Delhi.
5. Petroleum Employees' Union, Madras.
6. Petroleum Workers' Union, Cochin.
7. Petroleum Workers' Union, Calcutta.
8. Bengal Oil and Petrol Workers' Union, Calcutta.

This Arbitration under Section 10A of the Industrial Disputes Act, 1947 arising out of the memoranda of Settlements and agreements arrived at between the Hindustan Petroleum Corporation and the Representatives of one of its Workers' Union viz., Hindustan Petroleum Karmachari Union, at Bombay in Western Region and the Representatives of its Workers' Unions in Northern Region at Delhi, Eastern Region at Calcutta, Southern Region at Madras and Cochin, is for determining certain disputes relating to replacement of Computer System in the Corporation's offices at the said Regions and other related matters. Under the said memo-

randas of Settlements the Parties have agreed to refer the three issues to my arbitration viz :—

- (a) Whether by effecting complete replacement of Computer System in three stages, any financial benefit will accrue to the Corporation?
- (b) Whether the claim of the Workers to share the financial benefit that may accrue to the Corporation is justified, and if so, the category of workmen who would be entitled to share such benefit. If the answer to the above be in affirmative, the mode and method and the extent to which each workman would be entitled to a share of such benefits.
- (c) The date from which such benefits should accrue for payment.

FACTS

A Memoranda of Settlements between Hindustan Petroleum and the representatives of one of its Union in Western Region viz. Hindustan Petroleum Karmachari Union, Bombay was signed in consultation proceedings before the Regional Labour Commissioner (C) on 7th June 1985. However, to the said settlement the other Union of the Corporation's workers viz. Petroleum Karmachari Union, Bombay who had taken the dispute to arbitration was not a party. The corresponding agreement, entered into between the Hindustan Petroleum Corporation and the Representatives of the said Hindustan Petroleum Karmachari Union, Bombay was signed on 11th November 1985 and the consequential order under Section 10A(2A) of the Industrial Disputes Act was issued by Government of India on 11th February 1986. The said order of the Government of India along with the agreement dated 11th November 1985 and memorandum of settlement dated 7th June 1985 were published in the Government of India Gazette Part II Section 3 Sub-Section (ii) dated 22nd February 1986.

The other Union of the Corporation in Western Region viz. Petroleum Employees Union, Bombay, filed a writ petition in the High Court at Bombay being Writ Petition No. 1622 of 1985 challenging the validity of the said settlement and agreement between the Hindustan Petroleum Corporation and its said Union, Hindustan Petroleum Karmachari Union, Bombay on various grounds, one of them being that the same was not just, proper and fair. The said petition was initially rejected by the Lower Court by its Order dated 2nd September, 1985. Against the said Order, the said Petroleum Karmachari Union filed an appeal before the Division Bench and the Court (Sawant and Kothwal JJ) by its order dated 7th October 1985 referred to my arbitration an additional issue for being determined by me along with the said three other issues under the said settlement dated 7th June 1985 under Section 10A of the Industrial Disputes Act, 1947. The said further issue referred to my arbitration was :—

"Whether the settlement dated 7th June 1985 is just, proper and fair and if not what relief monetary or otherwise if any, should be granted to the employees".

At the 1st hearing on 7th April 1986 the representatives from the other Unions at Delhi, Calcutta, Madras and Cochin in the Northern, Eastern and Southern Regions of the Corporation appeared before me and consented that similar settlements/agreements as in the case of Hindustan Petroleum Karmachari Union, Bombay having been arrived at between Hindustan Petroleum Corporation and their said Unions, referring the very same three issues to a arbitrator under section 10A of the Industrial Disputes Act, 1947 they should be also heard in this arbitration.

Between Hindustan Petroleum Corporation and the representatives of two Unions of its Workers at Delhi viz. Petroleum Workers Union Delhi and Hindustan Petroleum Employees Union, Delhi, a Memorandum of Settlement dated 18th June 1986 and an Agreement dated 22nd August 1986 were entered into an almost similar terms referring the very same issues to arbitration.

On similar terms a memorandum of settlement dated 3th August, 1985 and an Agreement dated 22nd August 1986 were entered into between Hindustan Petroleum Corporation and the representatives of the two Unions in Eastern Region viz. Petroleum Workers' Union at Calcutta and Bengal Oil and Petrol Workers Union, Calcutta.

So also a settlement dated 13th June, 1986 and Agreement dated 22nd August, 1986 on similar terms were entered into between the Hindustan Petroleum Corporation and the representatives of its two other Unions in Southern Region viz. Petroleum Workers Union Cochin and Petroleum Employees Union Madras.

The representatives of the said other Unions who appeared before me were asked by me to have the necessary notifications to that effect issued and published in the Government Gazette. Accordingly the Government of India in case of Petroleum Workers Union Calcutta, Bengal Oil and Petrol Workers Union, Calcutta, Petroleum Workers Union, New Delhi and Hindustan Petroleum Employees Union New Delhi, issued orders on 25-9-1986 and in case of Petroleum Workers Union, Cochin and Petroleum Employees Union, Madras on 26-9-86 and the same were published in Government of India, Gazette Part II, Section 3(ii) dated 4-10-1986. That being done they were also made parties to the present arbitration for the determination of the said three issues.

Hearing of this arbitration took place at length where at representatives of various Unions appeared from time to time. The Hindustan Petroleum Corporation was represented by its Counsel Shri Kele. Evidence or expert was led on behalf of the Petroleum Employees Union and the Hindustan Petroleum Corporation. Various documents were produced at the hearing and taken on record. The arguments in extenso were advanced and heard particularly on behalf of the Petroleum Employees Union, Bombay and Hindustan Petroleum Karamchhari, Union, Bombay. The other Unions supported the arguments advanced by the representatives of the said Unions on the said issues.

By consent of the parties, time to make the award was extended from time to time the last date of such extension being upto 20th June, 1989.

In the result therefore following 4 specific issues—3 issues being specifically referred to my arbitration under the memorandum of settlement between different Unions and one issue being referred to me by the High Court under its Order in Appeal in Writ Petition being appeal no. 865 by the Petroleum Employees Union, Bombay against the order of the court in Writ Petition No. 1622 of 1985 referred to above :

The said 4 specific issues were :

- (a) Whether by effecting complete replacement of computer system in three stages any financial benefit will accrue to the Corporation ?
- (b) Whether the claim of the workmen to share the financial benefit that may accrue to the Corporation is justified, and if so, the category of workmen who would be entitled to share such benefit. If the answer to the above be in the affirmative the mode and method of determining the extent to which each workman would be entitled to a share of such benefit ?
- (c) The rate from which such benefits should accrue for payment.
- (d) As raised only by Petroleum Employees Union :

Whether the settlement dated 7th June, 1985 is just, proper and fair and if not what relief monetary or otherwise if any, should be granted to the employees."

Before specifically dealing with the said issues it would be advisable to set out (1) the background of the whole dispute and (2) the provisions of the settlement arrived at between the Hindustan Petroleum Corporation and the representatives of their workers Union at its Western Region at

Bombay, Northern Region at Delhi, Eastern Region at Calcutta and Southern Region at Madras and Cochin.

Back Ground :

History of introduction of Computers in Hindustan Petroleum Corporation Limited as a background to the present dispute was :

Hindustan Petroleum Corporation is a Government of India Undertaking engaged in the manufacture and distribution of petroleum products. On 15th March, 1974 all the undertakings of Esso Eastum Ltd in India were acquired by Government of India and with effect from 15th March, 1974 they vested in Esso Standard Kenning Company of India Limited, a Government Company formed under ESSE (Acquisition of Undertaking in India) Act, 1974 (Act No. 4 of 1974) read with Government Notification dated 14th March, 1974. So also from 15th July, 1974 Lube India Limited was amalgamated with the Esso Standard Kenning Company of India Limited (Under the Lube India Limited and Esso Standard Kenning Company of India Limited, Amalgamation order dated 12th July, 1974). On 10th December, 1976 the Undertaking of Caltex (India) Limited in India along with its assets were vested in a Government Company called Caltex Oil Kenning (India) Limited under Caltex (Acquisition of Shares of Caltex Oil Kenning (India) Limited and of the Undertakings in India of Caltex (India) Limited Act, 1977 (Act No. 17 of 1977) read with Government of India Notification dated 15th December, 1976.

On 9th May, 1978, Caltex Refining India Limited was amalgamated with Hindustan Petroleum Corporation under Caltex Oil Kenning (India) Limited and Hindustan Petroleum Corporation Ltd., Amalgamation order dated 7th May, 1978.

On 26th May, 1978 the Undertaking of Kosangas Company (engaged in Bottling and Distribution of Liquid Petroleum Gas) was acquired by Government of India and the same was vested in Hindustan Petroleum Corporation Limited under the Kosangas Company, (Acquisition of Undertakings Act, 1979 (Act No. 28 of 1979) read with the Notification dated 26th May, 1979).

Both Esso and Caltex before their amalgamation had installed Computers at their respective Head Offices now known as Petroleum House and Hindustan Bhavan, Ballard Estate respectively. After the amalgamation of Caltex with Hindustan Petroleum Corporation Limited on 9th May, 1978, the Computer from Hindustan Bhavan was shifted to the Head Office of the Corporation at Petroleum House. During the relevant time on amalgamation of different companies as stated above the Hindustan Petroleum Corporation had at its head office at Petroleum House two Computers as under :

- (a) One IBM 1401 installed by the end of 1961 by Esso at Petroleum House with 16 k Memory, 4 Tapes and 2 small disks.
- (b) One IBM 1401 installed by Caltex India Ltd. at Hindustan Bhavan in 1966 with 16 k Memory and 4 tapes.

In addition the Hindustan Petroleum Corporation Limited had installed at the Petroleum House Key Punch and Verified Machines.

Thereafter in view of the difficulties encountered by the Hindustan Petroleum Corporation in maintaining the said computers IBM 1401 which were 2nd generation computers and then becoming obsolete, particularly in the matter of availability of spare parts and expenses incurred on repairs due to constant break-down and the loss of mandays the computers being required to be shut down during the said period of repairs, the Corporation proposed to replace the then existing two IBM 1401 computers with two other 4th generation faster computers IBM 3250 with advanced technology and other facilities not available on the existing IBM 1401 computers. With that view in mind, the Corporation first obtained from one Computer Maintenance Corporation (CMC) on 20-6-1979 a feasibility report (Annexure VII to the H.P. Corporation's reply to the statement of claim of P.K. Union. Subsequently acting on the said Report of CMC the

Corporation obtained from the Indian Institute of Management (IIM) sometime in 1982 a report on selection of computer system to be installed for the Corporation (Annexure VIII to the Corporation reply to P. K. Unions Statement of claim). IIM in its said report out of the computers available from 6 companies offering the computers systems found that computer system offered by IDM being IDM 3250 was most suitable for the Corporation and recommended its installation by the Corporation. In doing so the Report stated :

"Based on the above ranked list we consider that the system offered by IDM is the most suitable and we recommend the same for the purchase by HPCL".

Hence the Corporation went in for computer system IDM 3250 offered by IDM to replace the then existing computer system IBM 1401.

The plan for replacement as envisaged by the Corporation and as reproduced in the settlements with the Unions was as under :

1. Replacement of the old IBM 1401 Computer (S) in Petroleum House and Replacement of BDP 100 Computer from Bombay Refinery.
2. Replacement of the Key Punching Machine at Petroleum House by New Data Entry Machine.
3. Introducing Micro Processors on decentralised basis and tying them into a communication net work restricted to HPC.

For the Southern Region only item at Sr. No. 3 above was to apply. Micro Processors were to be installed at various locations in a phased manner in 4 phases during 1985-86, 1986-87, 1987-88 and 1988-89.

Terms of Settlement :

At the outset it may be stated that the issues referred to my arbitration in the settlement between the Hindustan Petroleum Corporation Ltd. and one of its Union at Bombay, Hindustan Petroleum Karamchari Union and the other Unions in the other Regions are restricted to the determination of actual financial benefits that would accrue to the Corporation due to the replacement of the two 2nd generation computers IBM 1401 by two 4th generation computers IDM 3250 in three stages after the completion thereof and the method of sharing the same, if at all, amongst the workers.

The settlement firstly sets out the three stages in which the replacement of the existing Computers IBM 1401 with IDM 3250 was to be executed. They were :

- (1) Replacement of IBM 1401 Computer (S) at Petroleum House and BDP 100 at Bombay Refinery and using the new machines to their optimum utility.
- (2) Replacement of Key Punch operations with new Data Entry Machines and
- (3) De-Centralising Data Entry, installation of Micro Processes, on decentralised basis and tying up in a communication net work with Hindustan Petroleum Corporation Ltd. (HPCL).

Thereafter settlement, inter alia, provided for the payment of provisional compensation to all workers on permanent payroll of the Corporation as on 1st September, 1984 and continued to be so as on 7th June, 1985 as from 1st September, 1984 as under :—

Sr. No.	Employees salary	Rate of Provisional compensation	
		A Class cities	other than A Class cities
1.	Basic salary upto Rs. 800/-	Rs. 85/-	Rs. 50/-
2.	Basic salary upto Rs. 800/- to Rs. 1250/-	Rs. 110/-	Rs. 85/-
3.	Basic salary from Rs. 1250/- and above.	Rs. 140/-	Rs. 110/-

However those who joined the Corporation after 1st September 1984 but before signing of the settlement on 3-6-1985 were entitled to compensation from the date they came to be employed on the permanent roll of the Corporation.

The settlement also further, inter alia, provided in clause 3 that it was agreed that within four months of the installation of the new Data Entry machines the norms for key punch depression per hour would be discussed by the employer with the Union to set the norms of all key punch operators in the processing section and when an agreement was reached on the issue of norms, all the key punch operators in the Data Processing Section (DPS) who were on the present rolls on the date of settlement, will be classified in the category H. 10 with effect from the date of the new Data Entry Machines were installed. In addition they were to receive two additional increments (at the applicable rate) in the category of H. 10 and the attainment of the maximum of scale or pay will not be a bar for above purpose and the same will be treated as their personal pay.

More important provision of the Settlement was that providing for certain safeguards to obviate the likely consequences that could arise as a result of replacement of the Computers. The said safeguards however in Bombay agreement deferred from those in the agreements and settlements in Northern, Eastern and Southern Regions.

Clause 4 of the agreement of settlement with the Bombay Union viz. H.P.K. Union provided that :

"There shall be :

- (a) No retrenchment of any workmen and the workmen rendered surplus would be absorbed ;
- (b) there would be no loss of earning of wages of the existing workmen ;
- (c) There would be no adverse effect on the conditions of work of the workmen."

The agreements of settlement with the Unions in Northern, Eastern and Southern Regions however provided over and above prohibition against Retrenchment, additional safeguard to protect the workmen from the likely consequences of replacement of computer as under :

- "1. Strength of workers in each Region would be maintained till 31st December, 1990 and vacancies arising out of resignation, retirement or death, total permanent disability will be filled.
2. In case of redeployment required as a result of introduction of Computer system, the same shall be done after discussion.
3. There shall be no transfer on account of introduction/decentralisation of Computer system and if any transfer was unavoidable the same shall be done after discussion."

The above provision re-maintenance of strength till 31st December, 1990, redeployment and transfer were not to be found in the settlement between the Hindustan Petroleum Corporation and Hindustan Petroleum Karamchari Union, Bombay.

Similarly provisions against prevention from loss of earnings and adverse effects on the conditions of work of workmen, found in the settlement with the Hindustan Petroleum Karamchari Union, Bombay were absent in the settlements with the other Unions.

The learned counsel for the Corporation in the course of the arguments fairly stated that the Corporation had no objection to the said clauses not found in one settlement or the other being so incorporated therein.

It may also be mentioned that after the settlements were signed the Corporation has been paying to the Employees who were on the permanent roll of the Corporation on

7-6-1985 provisional compensation as provided in the settlements as from 1-9-1984 and has also implemented provision of clause 3 of the settlement as regards promotion of key punch operators.

With this, it would be convenient first to deal with the issue raised by the Petroleum Employees Union (PEU) Bombay viz.:

"Whether the settlement dated 7th June, 1985 is just, proper and fair and, if not, what relief monetary or otherwise, if any, should be granted to the employees?"

Before dealing with the said issue it may be mentioned that the absence of each and every desired term in the settlement would not necessarily make a settlement unfair, unjust or improper nor can it be weighed for that purpose in a golden scale. [See the decision of the Supreme Court in *TELCO Vs. its workmen* (1981) 2 LLJ 429].

Further whether the signatory Union happens to represent majority of workers in the concern or not, does not appear to be relevant as long as the settlement happens to be bona fide and the terms thereof appear to be on the whole reasonable and fair. [See *Associated Chemical Works vs. Walid Ali and ors.* (1980) 1 LLJ 276 at page 280 BOM].

In this case it was not even the case of the Unions that the conciliation officer while sanctioning the settlement was not acting bona fide nor in my view there was anything in this case to show that the settlement was not on the whole fair and/or reasonable.

In order to succeed on that issue the Petroleum Employees Union, Bombay must show not only that a particular term was absent from the settlement but also that its absence would render the settlement not being just proper or fair. The question whether the absence of any particular term in the settlement would render it not being just proper and fair would also depend on the scope and the nature of the settlement.

Further, reading of the said issue referred to my arbitration under the order of the Court dated 7th October, 1985, shows that it required me, also to determine, in case the settlement being found not fair, proper and just, what relief, monetary or otherwise should be granted to the employees. That would be necessarily on the footing that the said Union had accepted the said settlement as being otherwise valid even if it were found not to be just, proper or fair.

The said Petroleum Employees Union, has, in paragraphs 16 to 31, set out various grounds on which the settlement was not just, proper and fair. The same may now be broadly dealt with hereafter.

The first two grounds touch the legality of the settlement. They are:

- (1) Since the settlement altered the conditions of service of the employees it was necessary to give notice to the employees under section 9A of the Industrial Disputes Act, which was not done in this case; and
- (2) The conciliation officer had not complied with the procedure required under the Industrial Dispute Act before sanctioning the settlement.

Apart from the merits of the said contention the only result of holding, if at all, the said two conditions in favour of the Union, would be to declare the whole settlement including the issues referred to me, as invalid. As pointed out above, on the reading of the said issue, such contention ultimately resulting in holding the settlement to be invalid was not sustainable. Even on merits I do not find substance in the said contention.

Section 9A of the Industrial Disputes Act provides for a notice of change of condition of service being given only if the change were to fall within the fourth schedule to the Act. The Union has failed to show under what item under the Fourth Schedule its said contention would fall. On the contrary the terms of the settlement would show that they do not negative or touch any of the matters in

that schedule, but on the contrary the settlement specifically seeks to protect every item covered by the schedule.

Further in my view the matter related to the replacement of existing computers IBM 1401 with other computers of later generation IBM 3200 and not the introduction of computer in the Corporation for the first time. That in my view would only amount to a reorganisation of the computer department of the Corporation. Such reorganisation would not be covered under section 9A of the Industrial Disputes Act.

[See Supreme Court decision in the case of *Hindustan Lever Ltd. and its workmen* (1971) 1 LLJ 427].

The second contention was as regards the conciliation officer not complying with the procedure laid down for sanctioning a settlement.

Apart from the facts that as stated above, the said contention cannot be otherwise sustained on merits. As pointed out above in this case there was neither any allegation nor any material to hold that the conciliation officer while sanctioning the settlement had not acted bona fide or that the settlement was otherwise not fair and/or reasonable. On the decisions cited above therefore the said contention as well cannot be sustained.

With a view to show that this settlement was not just, proper and fair, the Petroleum Karamachari Union has in para 39 of its statement of claim under the heading 'Social Cost Programme of Technological Change' has suggested that certain directions be given to the Hindustan Petroleum Corporation to ensure effective and purposeful working of the Technology change proposal. The statement seems to suggest that but for the absence of such directions the settlement would not be just proper and fair. The said items on which directions are sought to be given are:

1. Reduction of weekly hours.
2. Revising existing minimum wage by treating the benefit wage as additional basic pay attracting all other benefits leaving its adjustment to be negotiated later on and separately at the time of pay revision settlement.
3. Contract—labour system.
4. Collective bargaining.
5. Industrial Health and Safety.
6. Pension Scheme.
7. Raising of Retirement Age.
8. Incentive Payment Scheme.

At the outset it may be pointed out that looking to the narrow scope of this enquiry, being only determination of financial benefits arising out of the replacement of computer, all the above mentioned things claimed by the Petroleum Karamachari Union as being required to be included in the settlement but for which the settlement would not be fair proper or just, has neither direct or indirect relevance to the question at issue. Further it may be pointed out that all the said demands excepting one at serial nos. 2 and 8 amongst others were specifically raised by all the Unions of the Corporation's workmen in its Northern, Southern, Eastern and Western Regions including the said Petroleum Karamachari Union, Bombay in their general demands and either negated or deferred for consideration in the settlement reached between the Corporation and all the said Unions including Petroleum Karamachari Union, on 18th September, 1986. The said settlement was during the pendency of these arbitration proceedings. This arbitration therefore by its nature and scope cannot be allowed to be a forum for the Unions to re-agitate the said demands again in this arbitration and the Unions cannot seek to get in this arbitration what they had failed to get in the General Settlement dated 18-9-1986.

In this back ground the Union's said contention now be specifically dealt with, Demands at Serial No. 1 above for Reduction of Weekly hours, at serial no. 6 for Pension scheme and at serial No. 7 for raising Retirement age have been specifically dealt with in para 22A(g) of the said settlement

by providing for a liberty to the Unions to take legal recourse on the issue. Admittedly the settlement having been arrived at and signed during the pendency of this arbitration, cannot be a forum for legal recourse that was contemplated under the said settlement.

Demand at serial no. 3 above as regards 'Contract Labour' has been specifically raised and dealt with in para 21 of the said settlement. There it has been agreed that the said question was to be solved after discussion.

Demand at serial no. 4 above, for collective bargaining has been raised and dealt with in para 20 of the said settlement. There it has been agreed to develop policies of information sharing through consultations.

Demand at serial no. 5 above for workers health and safety is dealt with at para 1a of settlement where it was agreed to review safety policies periodically and to take appropriate steps. However, that aspect has been broadly covered also under para 6(c) of the present settlement by specifically providing 'On account of replacement of the said computer there would be no adverse effect on the conditions of work of the workman'.

The remaining items, being one at serial no. 2 viz. raising compensation payable under the settlement to existing minimum wage and at serial no. 8 viz. Incentive payment scheme, are again matters which have no relevance to the issue before me and are beyond the scope of this arbitration which was basically only to determine the question as to the financial benefits arising due to the replacement of the computer and its distribution if any amongst the workers.

It was therefore difficult to hold that because of the absence of any of said items being provided in the said settlement, the said settlement was not just, proper and fair.

In addition to the above, the said Petroleum Karamchhari Union has, in clauses (ix) and (x) of the said paragraph 39 stated two further grounds viz. (1) modification of standing orders with a view to introduce arbitration clause for the aforesaid grievances and (2) elimination of differentials in all benefits and facilities between employees and management staff based on social discrimination such as conveyance, canteen, medical, education, housing etc.

I fail to see even a remote connection between the said demands and the object of or issue involved in the said settlement much less any ground to hold that in the absence of either of the said two things in the settlement it would not be just, proper and fair.

In paras 20 and 21 of the statement of claim of the said Union as one of the grounds of the settlement not being just, proper and fair, the Union have alleged that the settlement showed that the Hindustan Petroleum Corporation has not abided by the guidelines on Computer Policy prescribed by the Government of India.

What the Union has referred to as a guideline was a copy of the letter dated 4th June, 1984 from the Ministry of Labour and Rehabilitation Union of India addressed to all the States and Union Territories forwarded by the then Dy. General Manager Hindustan Petroleum Corporation Ltd. to Shri Raja Kulkarni, President of Petroleum Karamchhari Union under his letter dated 2nd August 1984 (Exh. F to the statement of claim of the P K Union).

The contention was that certain things that were to be found in the Labour Ministry's said letter were not to be found or were deleted in the terms of settlement or if included therein, were included in a distorted manner. That according to the Petroleum Karamchhari Union would make the settlement not fair, proper and just.

The allegation was that the words "Promotion Prospects etc." and "adequate safeguards to protect the workers interest" were found to be absent in the settlement dated 7th June 1986. So also the words 'the method of sharing possible benefits' as appearing in the said altered guidelines have been restricted in the said settlement only to 'sharing financial benefits'.

Firstly it was a misnomer to call the said letter dated 4th June 1984 from the Ministry of Labour as containing guidelines on Computer Policy. The reading of the said letter would itself show that the Union Government way by the said letter revising 'its policy of processing applications for imports of Computers and giving clearance from labour angle, and simplifying the then existing procedure. Under the said letter entire procedure for grant of no objection certificate from the labour angle as then existing was dispensed with if the concerned Management gave certain undertakings mentioned therein viz :

- (1) There would be no retrenchment as a result of computerisation and any workers rendered surplus would be absorbed.
- (2) There would be no loss of earnings or wages of the existing workers.
- (3) There would be no adverse effect on the conditions of work, promotion prospects etc. of the workers ; and
- (4) There would be adequate safeguards to protect the workers interest including the method of sharing possible benefits.

The letter also pointed out, that in case the management violated the guarantees given by them on a future date it will be difficult for them to defend their position when the workers raised a dispute on any of the issues which were violated by the management.

Before dealing with the contention of the Union, it may be first pointed out that when the said conditions were insisted upon by the Labour Ministry from the Corporation, the Management had initially taken a stand that they were not bound by the contents of and conditions in the said letter from the Labour Ministry, firstly because according to them it applied only to the instalment of imported computer while theirs was indigenously manufactured and secondly they were merely replacing existing computer with another computer while the letter applied to cases where the computer who being introduced for the first time. However the record shows that inspite of the said stand taken by the management it had given to the Ministry under their letter dated 6-9-1984 (Exh. XVI A to the Hindustan Petroleum Corporation Reply) all the said undertaking and had circulated the same to all the employees under its circular dated 17-9-1984 (Exh. J to the statement of claim of Petroleum Employees Unions) before commencing the scheme of Replacement. If that were so then even today inspite of the said settlement the management was fully bound by the said Undertakings given by it to the Ministry and any breach thereof by the management would have its own consequences. However, there was not even a suggestion or allegation on the part of the said Union that the management has either directly or indirectly committed breach of any of the said undertakings.

Further it is no one's case that the said settlement has in any way negated any of the said undertakings on the part of the management, nor has the management claimed that by reason of the said settlement they were discharged from any of the said undertakings. Therefore under the circumstances non-inclusion or exclusion of any of the said undertakings either wholly or partly from the said settlement could not in any way negative the continuance of the binding nature of the said undertakings on the Corporation nor can it have any adverse effects on the interests of the workers. In my view existence of the said undertakings along with the inclusion of some of them in the terms of the settlement would be much more effective to protect the interests of the workers that if the undertakings were not exist only in the form of terms of settlement.

In my view therefore the said contention of the Petroleum Employees Union cannot be considered to be such as to make the settlement not to be fair, proper and just.

Further in justification of the said issue that the settlement was not just, proper and fair the Petroleum Karamchhari Union in para 23 of the claim has alleged that the distortion and misconception by Hindustan Petroleum of its policy was reflected in the use of the expression 'Provisional Compensation' which showed the Hindustan Petroleum Corpora-

tion impliedly reserving its right either to recover or discontinue or adjust compensation against some of the workers demands in future.

Apart from the question of the relevancy of this allegation on the issue involved, the same was a result of total misreading or misconception of the provision of settlement raising imaginative and/or unfounded fears. The use of the word 'Provisional Compensation' could only indicate that the management had agreed to give the said compensation till the arbitrator to whom specific issue on that ground was referred for determination had determined the same. It only meant that it was provisional till finally determined by the arbitrator. So to read into the said expression 'Provisional Compensation' any sinister motive of the Corporation or anything else would not be justified and would be purely imaginative.

Further in the said paragraph of the statement of claim the Petroleum Karamchhari Union has referred to two other things viz. (1) The agreement was applicable only to employees who were permanent on the date of the settlement i.e. 7th June 1985 and not to those who joined the Corporation subsequently and (2) Slabs prescribed for payment of compensation were tagged on to basic wage and salary limit.

The 1st ground mentioned above has been also raised by the other Unions in their statements of claims.

Firstly in my view the above ground would be covered by the issue referred to me. The said contention though justifiable was in fact a part of the issue referred to me and therefore that by itself cannot make the settlement unjust, improper or unfair. However, I would have an occasion in the later part of the award to deal with the said contention separately.

As regards the payment of compensation on the slab system under the settlement, that is a part of the method for payment of provisional compensation and does not form part of the substantive agreement. Therefore on that ground the settlement cannot be challenged as not being fair, proper or just. In any event I do not find anything not being just, proper or fair for adopting such a method in payment of compensation. Practically all the other Unions have not objected to such a system of payment being adopted.

The contention that the compensation payable should not be termed 'Provisional' but must be such as to raise the status of the prevailing minimum wage appears to be due to not properly undertaking the meaning of the word 'provisional' used in the settlement. Even otherwise the said contention has no relevance and could not be accepted as the share in the financial benefit payable to workers to be determined under the issue was to be based on the financial benefits accruing to the Corporation only due to replacement of the computers and not on any other consideration. It had no connection with the question of minimum wage or paying such compensation as to raise the status of the existing minimum wage. That was not the purpose of this arbitration.

In para 32 of the statement of claim the Union has taken objection to the safeguard mentioned at clause (a) in para 6 of the settlement dated 7th June 1985 to the effect :

"There shall be :

(a) No retrenchment of any workers and workmen rendered surplus would be observed".

As a matter of fact the Hindustan Petroleum Corporation has also given to the Ministry of Labour—Union of India an Undertaking in those very terms.

The Union has contended that the said clause did not cover jobs of workers going out otherwise then by retrenchment such as retirement, death, resignation etc.

It may be stated that as the said clause was taken verbatim from the undertaking given by the Corporation before installing new computers as contained in the Labour Ministry's above mentioned letter, it cannot be said that the settlement on that count was not just, fair and proper.

However, in the settlement with the Unions in the other Regions viz. Northern, Southern, and Eastern the said clause provided safeguard not only against retrenchment of workers but also against the posts falling vacant due to retirement, death or resignation or total permanent disability. As pointed out above in fact the relevant clauses in the settlement with the other Unions were as follows :

1. Strength of workers in each Region would be maintained till December 1990 and vacancies arising out of resignation, retirement, death or total/permanent disability will be filled.
2. In case of redeployment required as a result of introduction of computer system the same shall be done after discussion.
3. There shall be no transfer on account of introduction/decentralisation of computer system and if any transfer was unavoidable the same shall be done after discussion.

In order to bring about the uniformity in terms of the settlements with all the Unions in the four Regions the learned counsel for the Hindustan Petroleum Corporation stated that the Corporation had no objection to the said clauses being incorporated in the settlement with the Hindustan Petroleum Karamchhari Union dated 7th June 1986 and similarly for inclusion in the settlements with the Unions in other Regions some of the clauses mentioned by me above though appearing in the settlements with the Bombay Union, not to be found in the settlements with the said other Unions.

In para 19 of the statement of claim by the Petroleum Employees Union, it is alleged that certain socio economic effects of the new Technology proposals upon workers, employment, conditions of work, work structure and design at workplace and work environment including occupational health and safety and upon business organisation, management system and decision making process, have not been studied and investigated and no findings are attached to the 7th June 1985 settlement.

There is no material on record to hold that the Corporation had done any investigation and obtained any findings on the matters mentioned in the said paragraph. However even if any such investigations had been made and findings obtained, and attached to the settlement one fails to understand the relevance of the said contention in relation to the point at issue in this arbitration which was of limited nature of determining financial benefit arising out of the replacement of computer system. That apart, the settlement does otherwise protect expressly the other interests of the workers by providing in the settlement, inter-alia, "that such replacement would have no adverse effects on the conditions of work of the workmen" with an added undertaking being otherwise given by the Corporation to the Labour Ministry to the same effect and a further undertaking not to affect promotion prospects etc. of the workers. That in my view was sufficient protection to the workers against all the things mentioned by the said Union in the said paragraph.

It is also difficult to see how the non-attachment of any findings of the investigations on various things stated in the said paragraph if any, would make the settlement not fair, proper and just when several requisite safeguards protecting the workers interest were provided in the settlement.

In paras 26 and 27 of the statement of claim the Petroleum Employees Union, Bombay has found fault with the wording of issues (a) and (b) of clause 4 of the settlement. According to it the said issues required the arbitrator to determine whether any financial benefits would accrue to the Corporation by effecting replacement of the computer system. No doubt such determination would require the arbitrator to find out as of today the profits that the Corporation would make on the completion of the scheme of replacement of computer system in three stages which were expected to be completed by 1990, when today admittedly even the 2nd stage was not complete and that itself according to the present estimates was likely to go beyond 1990. Further according to the Union under the said issue the burden of proving the same would be on the workers. At this stage therefore it was impossible to determine that financial benefit

if any would accrue to the Corporation at the end of the completion of the 3rd stage if replacement and some period thereafter. The said Union has therefore, contended that Hindustan Petroleum Corporation's intention in sub-clause (a) of clause 4 was only to deny non-financial benefits and to freeze the financial compensation at a level and in a manner already agreed to.

It is true that the wordings of issues in sub-clause (a) of clause 4 of the settlement were not happy as they required the arbitrator to determine as of today the profits directly arising out of the replacement of computer after the completion of the 3rd stage of the computer which would go beyond the end of 1990 and throws the burden of proving the same on the workers. This difficulty could not be got over even if the Corporation were to obtain or produce a project and planning report after considering all possible benefits. However, when the other Unions were equally parties to the settlements containing issues in clause 4, it would not be just and fair to attribute any intention or motive to the Corporation in framing of the said issues as alleged by Petroleum Employees Union. However, in my view in fairness the said issues could be moulded so as to determine today whatever financial benefits that the Corporation would have made at this stage of the implementation of the scheme.

In para 29 of the statement of claims the Petroleum Employees Union has spoken eloquently of coming into existence of modern structure, industrial relation and new culture and new work ethics to enable computer based technology to move in the direction towards achievement of its organisational and social objectives as a ground for contending that the agreement of reference was unequivocal.

One cannot see even a remotest connection of the averments in the said para with the contention of the Union that the settlement was not just, proper and fair.

In my opinion none of the grounds mentioned by the Petroleum Employees Union in their statement of claim go to show that the said settlement was not just, proper and/or fair. Therefore their request in para 30 of the statement of claim to ignore the issues in sub-clauses (a), (b) and (c) of clause 4 of the settlement dated 7th June 1985 and to consider the social cost package programme submitted by the Union before the conciliation officer cannot be accepted.

In the course of his reply Shri Raja Kulkarni arguing for Petroleum Employees Union had submitted in writing at the request of the arbitrator what according to the Union was required to be stated in the settlement. The said statement mainly deals with various contentions which I have already dealt with above viz. (1) Information sharing, (2) Reduction in weekly working hours, (3) Contract labour system, (4) Health and safety, (5) Pension Plan, (6) Revision of existing incentive payment scheme by providing for productive incentive Bonus and profit. The said statement also contained a demand for the review of the working of the Computer system, which was not to be found in the reply. Such a request or demand cannot come within the ambit of the arbitration or be a part of the settlement.

To support the plea of the settlement not being just, proper and fair extensive arguments were advanced by Shri Raja Kulkarni on two other aspects viz. (1) National Computer Net Work encompassing the whole Oil Industry in the country and (2) office automation resulting from the replacement or introduction of Computer IBM 3250.

Firstly none of the said two contentions have been raised in the statement of claim. Secondly none of the said two things can come within the ambit of the three stages of the scheme of replacement of computer to be adopted by the Corporation as specifically set out in the settlement. The whole settlement was on the basis of the Corporation intending to implement the scheme of replacement of computers only in the manner and to the extent envisaged in the settlement. The whole settlement was based on such a 1999 GI/89—18

specific understanding. The arguments of Shri Raja Kulkarni have proceeded on the basis that once the said new computer system was introduced in the Corporation there was a possibility of these things coming in, as the said computer system was capable of achieving the said things.

Firstly there was no evidence to hold that either of the said two things was in contemplation of the Corporation at this stage or were included or could be included in any of the stages of the implementation of the scheme. The evidence on record shows that no such thing was even contemplated in the present scheme or were otherwise, in contemplation of the Corporation. These things are therefore a product of baseless fear or imagination of the Union in the working of the present scheme. Further Shri Raja Kulkarni himself in his arguments stated that to achieve office automation it was necessary to attach various electronic gadgets to the computer without which office automation was not possible. However, he was not been able to point out how any such thing could ever be included at any of the stages of replacement scheme as mentioned in the settlement.

I must however express my sense of appreciation at the extensive detailed informative arguments advanced by Shri Raja Kulkarni on computerisation exhibiting his deep knowledge of various aspect and facets of computerisation such as social, technological, economical etc. However, my only regret was that looking to the nature and narrow compass of this arbitration the said arguments were mostly of no relevance to the issues involved in this arbitration. It may be that if in future Central Government were to decide to institute a commission to determine a national policy on computerisation in the whole of the Oil Industries the said arguments could perhaps be useful for consideration.

The Unions of the Hindustan Petroleum Corporation in the South, East and North Regions who have also entered into separate settlements with the Hindustan Petroleum Corporation on similar terms as the Hindustan Petroleum Karmachari Union Bombay and are parties to the Arbitration, while generally supporting the contentions in the statement of claim of Hindustan Petroleum Karmachari Union, Bombay have put in their separate statements of claim raising specific issues. They are;

The Petroleum Workers Union Ennakulam, Cochin has contended :—

- (1) That compensation payable to every employee should be increased to Rs. 400 per month instead of provisional compensation.
- (2) While fixing compensation City classification should not be taken into account and no distinction should be made between class A cities and other cities as such a discrimination regarding computer compensation was not reasonable.

The Petroleum Employees Union, Madras representing Workers of the Southern Region consisting of Tamil Nadu, Andhra Pradesh, Karnataka and Kerala (excluding Ennakulam) Cochin and Petroleum Workers Union, New Delhi, in their statement of claim have contended :—

- (1) Settlement restricting the benefits to workers who were on permanent roll prior to 7-6-1985 was constitutionally bad and therefore it should be also applicable to workers who joined the Corporation even after 7-6-1985.
- (2) Amount offered as compensation was too meagre.
- (3) Discrimination between Class A and other cities was not proper and the anomaly should be set right
- (4) The settlement was vague on many aspects particularly as to introduction of Micro Processors

The Petroleum Workers Union, Calcutta in their statement of claim have contended :—

Application of settlement only to those workers who have been on the permanent roll of the Corporation on

7-6-1985 was not reasonable and the settlement should apply even to those who came in the employment of the Corporation after 7-6-1985.

The said contentions can be better dealt with along with the contentions of the Hindustan Petroleum Karmachari Union and Petroleum Employees Union on the other issues which I will presently deal with.

The other three issues set out above which are common to all the settlement may now be dealt with. Issue No. (a) which was the main issue on which the answers to other two issues depend was as follows :—

“(a) Whether by effecting complete replacement of computer system in three stages any financial benefit will accrue to the Corporation.

The main question therefore as mooted in issue (a) above was whether on the completion of replacement of computer in three stages any financial benefit could accrue to the Corporation.

The issue as it stands requires determination of financial benefit that may accrue to the Corporation after effecting a complete replacement of the Computer system in three stages, which even on Corporation's estimate was likely to be completed only at the end of 1990 if the present schedule were adhered to. On that basis if the issue was construed strictly then the arbitrator was required to determine today what financial benefits would accrue to the Corporation due to the replacement of the computer more than two years hence. However, according to the Corporation on the existing circumstances it was even doubtful whether even the 2nd stage of replacement would be completed by the end of 1990. Under the circumstances if I were to go on the strict wording of the said issue it would be well nigh impossible for me to determine today the financial benefit that may accrue to the Corporation specifically due to the replacement of the computers after the completion of the scheme in three stages beyond 1991-92 and then to determine as of today the share payable to the workers in that benefit. This would be an impossible task which could not have been even contemplated by the parties to the settlements.

Shri K. D. Kulkarni of Hindustan Petroleum Karmachari Union and the representatives of some other Unions contended that I should ascertain today the financial benefit that would accrue to the Corporation in 1991-92 due to the replacement of the computer, basing myself on the estimated profits envisaged in the feasibility Report submitted by C.M.C. in 1979. I do not think that that would be a fair solution to the problem because that report was prepared about 10 years ago and also contained only estimates which as the time passes may be far away from the actual facts. Therefore, it would not be correct to determine today on that basis alone, the workers share in the benefits that may or may not accrue to the Corporation two or three years hence when the scheme was completed and make the Corporation pay the workers as from today on that basis.

Further what was required of me under that issue was to determine the actual financial benefits that may accrue to the Corporation on replacement of computer and not the estimated profits and that too on the basis of what was envisaged in 1979.

However, I may point out that the criticism levelled by the Petroleum Employees Unions in para 26 of its claim against the said issue (a) as being formulated by the Corporation to deny non-financial benefit to the workers and to freeze financial compensation at a level and in a manner already agreed to, was unfair and not justified as all the Unions were equally parties to the said settlements. So also the said Union's criticism in para 27 of the claim as regards issue (b) as being a master stroke of unfair labour practice on the part of the Corporation by provoking group conflicts on group interest was equally unfair and benefit of any material to support the same.

Under the circumstances although it would not be possible for the present to work out the said issue on the strict

wording thereof, in my view it would be fair and proper to mould the same to the existing circumstances and to determine the financial benefit that could accrue to the Corporation as of today as a result of the replacement of computers which would be nearer in time to the completion of the 2nd stage of the scheme of replacement of the computers.

Even there the problem was as to the method that one could adopt to determine the financial benefit that could accrue to the Corporation during that period only due to the replacement of computers and not otherwise.

The balance sheets and profit and loss accounts of the Corporation for the last two years produced at the hearing though showing that the Corporation had made considerable profits during the said two years cannot be of much help to show what profits, if any, out of the said profits, were directly attributable to the scheme of replacement of the computers even at the 2nd stage.

Different Unions have made a claim for fixation of compensation at a particular level on different basis.

The Hindustan Petroleum Karmachari Union has for that purpose wanted to adopt a method of finding out first the savings that the Corporation could make under different heads of expenses as a consequence of replacement of computers even at the 2nd stage as stated in their statement of claim from pages 10 onwards. Ultimately the said Union on that basis at page 21 of their statement of claim have claimed compensation at Rs. 400 per month to all employees without any slab system being employed for the purpose.

The Petroleum Employees Union, Bombay in their statement of claim after criticising the settlement all round as being not just, fair and proper has in para 24 of the statement of claim claimed compensation at the rate of Rs. 275 p.m. to bring it in line with what according to it should be minimum wage.

Petroleum Workers Union, Kerala, has claimed compensation at the rate of Rs. 400 p.m. to all workers without giving any basis for the claim.

Petroleum Employees Union, Madras, Petroleum Workers Union, Calcutta and Petroleum Workers Union, New Delhi have not claimed any specific amount towards compensation.

The Hindustan Petroleum Corporation have taken up a stand that taking into consideration the capital investment involved in the purchase of new computers, no additional financial benefit would accrue to the Corporation due to the replacement scheme even at this stage.

Looking to the fact that the existing 2nd generation two computers IBM 1401 with few facilities and capable of far few applications, which was getting absolute was being replaced by 4th generation computers IBM 3250, more sophisticated with advanced technology with more facilities and capable of more applications both commercial and technical, faster and consequently capable of turning out larger volume of work than the old computers, it was bound to bring to the Corporation more financial benefit, while even accepting the stand of the Corporation that for the present only commercial applications were contemplated on the said computers though accepting that they were also capable of having technical applications. The Corporation appears to have implicitly accepted the said fact for otherwise it would never have agreed to pay even the said provisional compensation.

In my view under the circumstances the only fair and possible method which could be adopted for determining the financial benefit that the Corporation

could have made as a consequence of the replacement of computers even at the completion of the 2nd stage of the scheme would be the one suggested by the Hindustan Petroleum Karmachari Union, Bombay by enquiring into the savings that could accrue to the Corporation under different heads as a result of replacement as suggested by the said Union.

The said Union has suggested at page 10 onwards of their statement of claim the following areas in which according to the Union the Corporation would have made savings even at the 2nd stage of the replacement of 2nd generation computer IBM 1401 with 4th generation computer IBM 3250.

- (a) Replacement of Card Punching Machine with Data Entry Machine.
- (b) Saving of postage and time.
- (c) Store house inventory.
- (d) Credit position of customers and recovery of dues.
- (e) Availability of additional capacity of new computer and saving of jobs given to outside agencies.
- (f) Savings on manpower.
- (g) In addition to the above at the far end of the arguments one of the Unions' representative suggested one more area viz. saving on over-time.

The said areas of savings alleged by the Hindustan Petroleum Karmachari Union may be considered in that order :

1. Replacement of Card Punching Machine by Data Entry Machines :

According to the Union in the case of IBM 1401 data was fed to the computer by means of punching cards when about 5 to 6 lacs cards were required per month. However, in case of Data Entry Machines, instead of punch cards, floppies or magnetic tapes are used and it is possible that after some years the machines would be directly connected with the computer. According to the Union therefore on this count there was likely to be fantastic savings on stationery and space required to be occupied by the punching cards, as floppies would require very little space to store.

According to Hindustan Petroleum Corporation there was no likelihood of savings on that ground as firstly the Corporation has incurred an expense of Rs. 15 lacs in installing the Data Entry Machines and secondly Magnetic tapes/floppies required to be used on Data Entry Machines would be costing much more than Punch Cards. Therefore according to it if one takes into consideration the capital costs of installing the machines and recurring costs of floppies/magnetic tapes there would be no saving.

According to the Corporation the Union's claim as to saving of space was imaginary as the same space as required by card punching machines and storing of punching cards would be required by the Data

Entry Machines and storing of floppies/magnetic discs.

The averments in the Corporation's reply nowhere set out any specific figures as to the exact expenditure per month or per year incurred by the Corporation on punching cards when they were in use and on floppy discs or magnetic tapes on introduction of data entry machine, which they could have easily done as those things were within their exclusive knowledge. It was not possible for the Union to give such figures and they were justified in stating the matter only on hypothetical basis. However even the Corporation's reply as also evidence was also on theoretical basis which could not disclose true state of affairs.

The evidence on this head was also sketchy and only based on the comparative figures of prices, number required and durability of cards as against floppies or magnetic tapes without stating the exact figures of expenditure on cards and floppies incurred by the Corporation during the last few years.

Evidence in this regard was (1) of Shri Thakur a computer expert examined by the Hindustan Petroleum Karmachari Union and (2) of one Shri Karandikar, Adviser, Management Service Department of the Corporation examined by the Corporation. Thakur's evidence at page 3 was :

IBM 1401 was a card based system on which one card could be used once only while on IBM 3250 floppies or magnetic tapes are used and on one floppy information of over 5,000 cards could be stored and can be written and re-written a million times. According to him cards could be stored for some years but for floppies there was no time limit. However, the witness corrected his evidence himself the next day by stating that his above answer was on the basis that the floppies used by the Corporation were of 800 KB capacity, but in fact he had found that they were of 80 KB capacity and therefore on that basis they could accommodate information of 1000 cards but practically it would be about 400/500 cards. His further evidence was that it would not be advisable to have more than one floppy as back up and floppy like magnetic tape could be used for million times.

As regards saving of space on that ground his evidence was that if IBM 3250 were to use the terminals then the space required by them would be more than IBM 1401 and space required for card punching machine would be more or less the same for installation of Data Entry Machines i.e. 3250.

Karandikar's evidence as regards savings due to replacement of punch card by floppies was :

The Corporation uses 5/6 lacs cards per month costing Rs. 60/- per thousand which would be Rs. 3.6 lacs per year. Floppies cost Rs. 50/60 per floppy and with 500 floppies including back up being used per year it would cost 2.75 lacs. But the convertor required with the use of floppies would cost Rs. 3 lacs, so also 200 magnetic tapes that would be required would cost Rs. 200/250 each. According to him floppies do not have indefinite life

time and out of 100 floppies—5 to 10 floppies go out in a month and of the balance life is between 2 months and 2 years and therefore there would not be practically any saving on that count. Further according to him there would be no saving of space due to the change.

The evidence coming from the Corporation on that point was far from satisfactory as it nowhere stated comparative figures of expenses actually incurred by the Corporation per month or per year on punch cards and on floppy discs or magnetic tapes which was within their personal knowledge. However, evidence as it stands would indicate that under the said head there was likelihood of saving of substantial amount to the Corporation though it was not possible to ascertain the same in exact figure.

The Union has also claimed that by the replacement of card punching machine by Data entry machine there was saving of space which could have been required for storing of cards as the floppies would require very little space causing fantastic savings of space which was about Rs. 10,000/- per square foot. However the evidence of the Unions witness Shri Thakur appears to be contrary.

The Corporation in its reply has contended that the Union's contention as regards saving of space was imaginary. According to the Corporation space occupied by key punching and verifying machines would be less for housing data entry machines/micro-processors.

Further the Corporation in its reply dated 16-9-1987 to the Union's application dated 3-9-1987 has explained the question of saving of space generally by replacement of computers as under:

"According to it after the personnel along with IBM 1401 were moved to Petroleum House on April 26, 1981, certain departments such as PVA, Pricing General Ledger, Fixed assets and Finance Controller Engineering and Project Department were shifted from Petroleum House to Hindustan Bhavan and that space was used for the machines and Personnel shifted from Hindustan Bhavan to Petroleum House. According to them Punch cards were stored in one rack of the size 10' X 3' on the 4th floor of the Petroleum House and in the Stationery Section on the ground floor of Petroleum House. Further the floor space occupied by E.D.P. Personnel and IBM 1401 Computer at Hindustan Bhavan was approx. 2000 square feet. The said computer was shifted to Petroleum House in the year 1981 and approximately same area occupied at Hindustan Bhavan was occupied at Petroleum House. While the Computer was installed at Petroleum House, the Department of PVA pricing General Ledgers, fixed assets and E&P Department were shifted to different places.

The said fact were not controverted. So also when I visited the premises I did not find any space in the Petroleum House lying vacant.

In my view therefore the saving alleged by the Union, on the ground of saving of space appears to be imaginary.

(b) Saving on postage.

It is the Union's contention that the installation of Mini-computers at depot terminal and refineries would totally eliminate sending of documents and records by post to computer department of the Corporation at the head office, Bombay and instead now tapes would be sent weekly or fortnightly resulting in considerable savings on postage and time.

Hindustan Petroleum Corporation Limited in reply has stated that the Corporation was spending about Rs. 2 lacs per year for transmission of documents and records to computer department, Bombay. According to them after introduction of Data Entry Machines and decentralising the computer system and introducing Micro Processors and P.C.S. there would be additional expenditure of transportation of magnetic tapes and floppies discs requiring special packing and care in handling and transporting it through courier service at a higher cost and also for storage and care of floppies additional space would be required.

The only evidence in this regard on behalf of the Corporation was that of Shri Karandikar which was equally vague, does not give any facts and figures and cannot take the matter any further. His only evidence at p. 7 on that count was that he did not contemplate any savings due to postage and if at all, costs would be more if the floppies were to be shifted to corporation's office.

The said reply of the Corporation on that head of saving was vague as it fails to give the comparative figures of expenditure actually incurred by the Corporation on transportation of the records and documents to the computer department at Bombay by post as against transportation of magnetic tapes and floppies through courier services which it could have easily given. The Corporation however was silent about it both in its reply and in its evidence.

In this case in the normal course there appears to be a likelihood of savings of costs in postage for transporting record to the computer department in the head office due to introduction of Micro Processors and P.Cs at Terminals, Depots and Refineries though on the material before me it was difficult to determine the exact amount of such savings. The vague reply of the Corporation and the vagueness of the evidence led by them without giving actual comparative figures of the costs incurred by the Corporation on that count which were to their personal knowledge, would strengthen that view.

Store house Inventory.

According to the Union inventory of store house material which was being earlier maintained manually would be now done by computer with the result that inventory of store-house materials lying at upcountry localities will be available on computer at Bombay enabling the management to avoid unnecessary purchase of capital investment items and also to transfer them from one place to the other when required. According to the Union therefore

this would save capital expenditure and interest on the amount.

The Corporation in its reply at page 11 has denied the fact that before introduction of IDM 3250 the inventory was being done manually. According to them even before the introduction of IDM 3250 store-house inventory was already computerised, though the endeavour was to improve the system so that a better control was exercised to take proper decision in all respects of management including purchases, capital investment. However, according to them that cannot be measured in terms of money.

There was no evidence on the question of saving from store house inventory. However in Annexure 'A' to the Corporation's reply showing the application fed into IBM 1401, store house inventory does not appear to have been included. That apart the said reply of the Corporation shows that IDM 3250 was capable of improving the system, inter alia, in the field of store house inventory by exercising control to take proper decisions. This exercise of control to take decisions in the matters of store house inventory was bound to constitute saving by proper distribution of the capital goods and at various locations avoiding waste by over purchases. Though it is true that at present such savings effected due to replacement of computer cannot be estimated in exact amount still it cannot be denied that they in the long run were bound to bring savings to the Corporation. However, the material is lacking to ascertain the exact amount of such saving.

Credit Position of Customers and Recovery of dues :

According to the Union due to the introduction of Data Entry Machines and Micro Processors the Customers would get their bills immediately at Refineries, Terminals and Depots, their credit position would be available simultaneously and process of recovery would be accelerated, while earlier it took 2/3 months to send bills to the customers and delay in recovery of the dues. According to the Union therefore this would bring in savings in bank interest which would be a fantastic amount.

The Corporation in its reply at page 11 has pointed out that due to malpractising of IBM 1401 computers and key punching and verifying machines, the reports became unreliable and were delayed beyond time with the result that the Corporation was losing creditability and customers service became poor affecting Corporation's image and functioning. Therefore it was thought necessary to shift over to better facilities to cope up with the requirement of the Corporation. According to the Corporation credit facility was not available to Customers excepting to Government Agencies and giving better service to the customers and Society than what existed earlier cannot be measured in the terms of savings. On the contrary the employees, customers and society would be benefitted by efficient service after decentralisation of computer system.

On this issue the contention of the Corporation appears to be correct. If waste due to poor customer service and delay in recovery of dues is made good by adopting efficient management and proper

control, that cannot be held out against the Corporation to show that the Corporation had thereby achieved savings due to replacement of computers. Efficient customer service has got to be a rule if any Corporation like Hindustan Petroleum were to maintain its reputation.

Additional capacity of the new computer.

According to the Union the capacity of IDM 3250 was four times that of the old computer IBM 1401 with the result that additional capacity would be available for Corporation work and the jobs which otherwise had gone outside will be done on the present computer.

The Hindustan Petroleum Corporation in its reply has admitted that the new computer will increase the over all capacity, and jobs which could not be handled on IBM 1401 and were required to be given to the outsiders, could now be handled on IDM 3250. However, according to them there would be only a marginal saving on this head but the cost of installation and the other incidental expenditure would be so high that the marginal saving will have no bearing.

Firstly in considering the savings to Corporation at this stage the question of costs on capital investment of installation of computer need not be taken into consideration as that would be done ultimately while formulating over all balance sheet and profit and loss account of the Corporation.

Further during the course of hearing the Corporation in its written reply dated 16-9-1987 to the Union's application dated 3-9-1987 while dealing, inter alia, with the said head of savings, at para 2(viii) has given the year-wise break up of the hiring of outside computer time by the Corporation as under :

Year	Hours	Amount (Rs.)
1983-84	2109.10	3,48,000
1984-85	684.90	1,13,000
1985-86	69.70	11,500
1986-87	327.90	154,000

If one takes into consideration the fact that the new computers had become operative by 1984-85 the above readings as given by the Corporation itself show that as compared to the amounts paid by the Corporation on outside computer hire in 1983-84 as against that paid in 1984-85 there was a saving to the Corporation of Rs. 2,35,000/- which in 1985-86 was Rs. 3,37,000/- while in 1986-87 was Rs. 2,94,000/-. This saving can be directly attributable only to the replacement of the computers.

The learned Counsel for the Corporation at the hearing admitted the possibility of such a saving on that head to the Corporation if the costs of installation was not taken into consideration.

In my opinion therefore this head of savings pointed out by the Union was justified and on Corporation's own showing during the last three years i.e.

during 1984-85, 1985-86 and 1986-87 since the scheme of replacement of computer had started, the Corporation appears to have saved a considerably large amount.

Manpower :

The Union has contended that although the refining capacity and the sale of the Corporation has doubled during the last few years the management has kept the employment low and surreptitiously increased the work load on existing employees. Accordingly to the Union the Management was creating shortage of manpower from now on in anticipation of the enormous capacity of the computer. The Union has therefore contended that non-recruitment of 500 hands for the past two years will result in saving of Rs. 1,03,06,200/-.

In its reply at page 12 the Corporation has stated that 97% of the employees doing skilled, unskilled, technical or manual work would not be affected by the replacement of computers but a few doing accounting functions only will be affected. However there will be no retrenchment or reduction as agreed under the settlement. It has also disputed the manpower statistics given by the Union and denied the allegations.

In my opinion in view of the terms of settlement the contention of the Union on that head of saving was not correct and cannot be accepted. There was a well founded apprehension that as a result of the introduction of computer jobs that were likely to be redundant would be far more than the job that would be newly created. Therefore it was likely that in such cases the introduction of computer was likely to cause savings to the Corporation. However, that cannot be a case here, for the Unions in their settlement have protected themselves against such things happening by providing in terms that due to the replacement scheme there shall not be retrenchment or otherwise reduction in the number of employees due to retirement, death, resignation etc. till the end of 1990. In that view of the matter therefore the replacement of the computers would not have any effect on the number of existing job which would be maintained in any event till the end of 1990 at the same level as before the commencement of the scheme and therefore on that score there cannot be any saving to the Corporation as a result of the scheme.

The other aspect contended by the Union was that the Corporation was purposely going slow on the recruitment although the refining capacity and sales have doubled during the last two years and that it was not recruiting sufficiently required number of employees and thereby making enormous saving. This aspect even if true had nothing to do with the consequences of the replacement of computers or saving due to such replacement.

In my view therefore the claim of the Union as regards savings on man power due to replacement of computers was not correct and cannot be accepted.

Overtime payment

Shri Rangarajani representing the Petroleum Employees Union, Madras at the far end of the arguments contended that one of the grounds of saving due to replacement of computers could be the reduction in over time payable by the Corporation.

The Corporation by its letter dated 16-9-1987 in reply to a query from the Hindustan Petroleum Karmachari Unions in its application dated 3-9-1987, inter alia, as regards overtime paid by the Corporation to its workers during the past three years had earlier stated that during the years 1984-85 it had paid to its workers Rs. 1,68,65,000 during 1985-86 had paid Rs. 2,21,73,000 and during 1986-87 had paid Rs. 3,28,52,000 towards overtime. However, according to the Corporation the overtime was paid by it for various other reasons such as pay revision in Marketing Division and in Bombay Refinery and due to change in overtime formula and other factors.

However, it looks from the said reply of the Corporation that the Corporation apart from impliedly denying that the overtime was not related to replacement of computers was not able to give full particulars. The H.P.K. Union who had asked for the said information had also not in the course of arguments raised any plea of savings on overtime payments by the Corporation due to replacement of computers.

However, at the far end of the arguments Shri Rangarajani representing Petroleum Employees Union Madras had argued that one of the heads of savings could be overtime payment to workers and wanted me to enquire into that head.

I therefore had asked the Counsel for the Corporation to furnish to me the actual overtime paid by the Corporation to its employees during the years 1983-84 to 1988-89. Accordingly the Corporation under its letters dated 28-3-1989 and 19-4-1989 had after the hearing was over furnished the relevant figures of payments of overtime during the said years.

The said figures of overtime given by the Hindustan Petroleum Corporation were as under :—

Year	Marketing Rs. in lacs	Bombay Refinery Rs. in lacs	Visakh Refinery Rs. in lacs	Total (Rs. in lacs)
1983-84	152	47.94	7.7	207.11
1984-85	169	56.56	14.19	239.75
1985-86	272	48.01	27.89	297.90
1986-87	329	61.83	57.30	448.13
1987-88	366	71.98	63.04	501.02
1988-89	426.59	88.58	59.45	574.62

There is no doubt that due to the large increase in the Corporations refining capacity and sales the work of the Corporation has increased tremendously and consequently the table shows that there has been progressive increase in the overtime every year. However with the work increasing all round it may be noted that the total overtime which in 1983-84 was Rs. 207.11 lacs had in 1984-85 increased to

Rs. 239.75 lacs i.e. increase of about Rs. 32 lacs and in 1985-86 had gone up to Rs. 297.90 lacs that is the increase of over Rs. 58 lacs i.e. 31% from the previous year. However, in 1985-86 i.e. a year before the new computers IDM 3250 had become operational, it had gone as high as Rs. 448.13 i.e. an increase of 150 lacs—increase of about 48% over the previous year. However after the computers had become operational, although there was no dispute that the volume of work had continued to increase the said increase in overtime of 48% had, between 1986-87 and 1987-88 come down to Rs. 53 lacs i.e. 11% over the previous year, and between 1987-88 and 1988-89 had gone to about Rs. 73 lacs i.e. about 13% over the previous year.

Although it could not be said with definiteness that the said drop in overtime payment was solely due to the replacement of computers the fact that although the volume of work had continued to increase over the years the years in which the new computers became operational have coincided with the years in which there was a steep drop in over time payments, would lead to the conclusion that the replacement of computers could have not in small degree contributed to the savings on over time payment. If that were so then the overtime payment would constitute one of the heads of savings due to replacement of computers.

It cannot be doubted that with the introduction of 4th generation computer which were highly sophisticated with advanced technology, faster, with many more facilities and capable of more applications, the Corporation was likely to make savings even at the completion of the 2nd stage under different heads discussed above or otherwise. However under the circumstances it was not possible to determine the exact amount of financial benefit or savings the Corporation was so likely to make. However, it was possible to hold that such financial benefits due to the replacement of computers could be far more than the total amount of provisional compensation that was actually being paid to its workers by the Corporation under the settlement mainly because of two circumstances.

Firstly it cannot be disputed that, the 4th generation computers IDM 3250, which were to replace IBM 1401 being faster and capable of turning out larger volume of work in less time than on the old computers, were bound to bring in for the Corporation more savings.

Secondly under the settlement the Corporation has not only agreed to pay to its workers on the permanent roll on 7-6-1985 from 9th September 1984 or from the date they were on permanent roll after 9th September 1984, provisional computer compensation at the rate mentioned in the settlement, but has been actually paying the same to them since that time. It was contended by the learned Counsel for the Corporation that the said replacement of computers had not brought to the Corporation any financial benefits if the capital investment and other expenditure involved for the computers was taken into consideration. That would not be denying the fact that excluding investment the replacement would bring in financial benefits to the Corporation. But that apart, if as contended

by the Corporation that it had not made any financial benefit due to the replacement, then one could not have expected the Corporation nonetheless not only to agree to pay to the workers such compensation even on provisional basis but actually pay the same from 1-9-1984.

Under the circumstances in my view, in answer to the first issue, I would hold that due to the replacement of computers, the Corporation would be making financial benefit even at the completion of the second stage of the scheme, and though it was not possible to ascertain the exact amount of such benefit, it would be definitely at a level much higher than the total amount that was at present being paid by the Corporation to its workers under the settlement as provisional compensation.

The next issue was whether the claim of the workers to share the financial benefits that may accrue to the Corporation was justified and if so the category of workmen who would be entitled to share such benefits.

The effects of the working of computers on the workers cannot be and are not restricted only to those workers who were directly connected with the operation of the computers and such workers have been separately provided for in the settlement but due to the speed and volume of work the Computers were likely to turn out, the same, has an effect on the work of the last man in the line. Since as stated by the Corporation, the working of the new computer was at present restricted to commercial application and has intended to be in future, it would be fair and proper to retain the sharing of financial benefit arising out of the replacement of computers to all those who are covered by the settlement and in the same manner and on the basis of basic salary slabs as provided for in the settlement, however, subject to the following variation :

The settlements provides for payment of provisional compensation only to those workers who were as on 7-6-1985 on the permanent roll of the Corporation and not to those who came on the permanent roll thereafter. To allow this differentiation to continue in the final result of the arbitration for the workers doing the same work would not be fair and just and there could not be plausible explanation for the same. Such a provision was made in the settlement perhaps because the compensation provided was provisional and the issue itself was left to the arbitrator to decide the category of workers who were entitled to share the benefit.

I would therefore remove the said distinction and make computer compensation payable in the same manner to all those workers who came on the permanent roll of the Corporation even after 7-6-1985 but they would be paid compensation on that basis only from the date they came on the permanent roll.

Then the next question was about the mode, method and extent to which each workman would be entitled to a share of such benefits.

As pointed out above since on the material it was not possible to determine the financial benefit that the Corporation would get even at the stage of the completion of 2nd stage of computer replacement Scheme excepting saying that it could be much more than the amount actually paid by the Corporation by way of provisional compensation under the settlement, it would not be therefore possible to determine the exact share of the workers in such financial benefit. However, since the workers at all levels would be contributing to the execution of work arising as a result of replacement of computers they would be entitled to share the financial benefits accruing to the Corporation as a result of such a replacement. Under the circumstances I feel that it would be just and fair to retain the computer compensation at the same level as provided for in the settlement, subject to the following variation.

The provisional compensation provided for under the settlement in the matter of rate of compensation makes a distinction between the workers in 'A' class Cities and in Cities other than Class 'A'.

According to the Corporation this distinction was based on certain Government circular regarding city compensatory allowance. In my view the said Government circular cannot have application to computer compensation as the nature of the said work would remain the same everywhere and was not likely to vary from region to region. In my opinion therefore such a distinction would not be fair and proper. Such a distinction therefore would be removed and computer compensation would be payable to all workers on the same basis as is being paid to workers working in Class 'A' Cities irrespective of whether they were working in Class 'A' Cities or Cities other than Class 'A'.

The last question was as to the date from which such benefit should accrue for payment.

The claim of the Hindustan Petroleum Karamchhari Union that such payment should be made from the date on which the computer was brought to the premises of the vendors of the computers i.e. 1-1-1983 cannot be sustained, so also the claim of the Corporation that the effective date would be the date of the settlement i.e. 7-6-1985 also cannot be accepted. In my opinion the effective date could be the date on which the computer had been brought to the premises of the Corporation which has been mentioned in the settlement as 1-9-1984.

However, that would be subject to two things :—

1. Those workers who came on the permanent roll of the Corporation after 7-6-1985, would get compensation on the same basis, only from the date they came on the permanent roll.
2. Workers in cities other than class 'A' cities would be paid compensation on the same basis as paid to those workers in Class 'A' cities as under :—
 - (a) To those who were on the permanent roll of the Corporation on 7-6-1985 from

1-9-1984, or from the date they came thereafter prior to 7-6-1985.

- (b) To those who came on the permanent roll of the Corporation after 7-6-1985 from the date of their coming on the permanent roll.

During the said period if payment were made to the said workers as provided in the settlement they would be entitled to be paid only the difference calculated on that basis.

Before closing I may mention the following three variation in the settlements with different Unions as agreed to by the learned Counsel for the Corporation and representatives of the Unions during the course of arguments. They are :

1. The settlement dated 7-6-1985 between the Corporation and the Hindustan Petroleum Karamchhari Union, Bombay shall include in clause 6 of the settlement after sub-clause (a) the following 3 sub-clauses as sub-clause (a1), (a2) (a3) :—

"(a1) Strength of workers in each regions would be maintained till 31st December 1990 or completion of the three stages of computer replacement scheme of the Corporation whichever is later, and vacancies arising out of resignation, retirement or death, total permanent disability will be filled.

(a2) In case of redeployment required as a result of introduction of computer the same shall be done after discussion.

(a3) There shall be no transfer on account of introduction/decentralisation of computer system and if any transfer was unavoidable the same shall be done after discussion.

Similarly in the settlements between the Hindustan Petroleum Corporation Limited and the other Unions, the following clauses shall be inserted as clauses 4A and 4B or IVA and IVB as the case may be.

"4B(IVA) There would be no loss of earnings on wages of existing workmen.

4B(IVB) There would be no adverse effect on the condition of work of the workmen.

Further in clause 4 or (IV) as the case may be of the settlements with the other Unions after the words "till December 31, 1990" the following words shall be added namely :—

"Or completion of three stages of the Computer Replacement scheme of the Corporation whichever is later".

This would bring the terms of all the settlements in line.

AWARD

My award on the issues is as under :—
Issue No. (a) :

"Whether by effecting complete replacement of computer in three stages any financial benefit will accrue to the Corporation?

Answer :

It was impossible to determine as of today the financial benefit that may accrue to the Corporation on the completion of the scheme of replacement of computer in three stages which though scheduled to be completed by the end of 1990 its completion on the present estimate would go beyond 1991-92 and the completion of the 2nd stage alone was likely to go to the end of 1990 if not beyond. Even to determine positively such financial benefit today at the time near about the completion of the 2nd stage there was no sufficient material. However, taking into consideration circumstances stated above there was material to hold that such financial benefits even at the stage of the completion of the 2nd stage of the scheme would far exceed the total amount of provisional compensation being actually paid at present by the Corporation to its workers under the settlement

Issue No. 2 :

"Whether the claim of the workers to share the financial benefits that may accrue to the Corporation is justified and if so the necessary category of workmen who would be entitled to share such benefits. If the answer to the above be in affirmative, the mode and method and extent to which each workman would be entitled to a share of such benefits?"

Answer :

The claim of the workers to share the financial benefits accruing to the Corporation was justified.

The categories of workers entitled to share the benefits would be the same as are at present covered under the settlement and they will be entitled to share the benefits in the same manner as provided under the settlement, subject to a variation that such sharing of benefits would cover also those workers who have joined permanent roll of the Corporation even after 7-6-1985.

The mode, method and extent to which each worker would be entitled to share such financial benefit would also be the same as provided in the settlement subject to two following variations :

1. Those workers who had joined on the permanent roll of the Corporation after 7th June 1985 would be entitled to share the financial benefits in the same manner as provided in the settlement only from the date of their joining the permanent roll of the Corporation.
2. Distinction as regards payment of compensation made in the settlement between the workers of Class 'A' Cities and other Cities would be removed and workers in all Cities would be paid the same compensation as is being paid at present to workers in 'A' Class cities on the basis of their basic pay as provided under the settlement.

Issue No. 3 :

The date from which such benefit should accrue for payment.

1999 GI/89—19

Answer :

The said compensation would be payable from 1st September 1984 to workers on permanent roll of the Corporation on 7-6-1985 as is being done but to those who had come on permanent roll after 7-6-1985 the same would be payable from the date they actually came on the permanent roll of the Corporation. Since in respect of workers in cities other than class 'A' cities the distinction between workers in class 'A' cities and the workers in cities other than class 'A' cities is being removed they would be paid compensation as under :—

- (a) Those workers in cities other than class 'A' cities who were on the permanent roll of the Corporation after 7-6-1985 will be entitled to be paid compensation on the same basis as payable to the workers in class 'A' cities under the settlement from 1-9-1984, or from the date they came on permanent roll of the Corporation after 1-9-1984.
- (b) Those workers in cities other than Class 'A' cities who came on the permanent roll of the Corporation after 7-6-1985 will be entitled to be paid compensation on the same basis as payable to workers in class 'A' cities under the settlement from the date they were borne on the permanent roll of the Corporation. However, for the period for which such workers both in items (a) & (b) above had received payment as provided under the settlement they would be entitled to claim only the difference.

Issue no. 4 :

"Whether the settlement dated 7th June 1985 is just, proper and fair and if not what relief monetary or otherwise if any should be granted to the employees?"

Answer :

In my view the settlement is just, fair and proper.

However as pointed out above as agreed between the parties and for the sake of uniformity in the settlements the following additions be made in the settlement viz:—

In the settlement between the Hindustan Petroleum Corporation Ltd. and the Hindustan Petroleum Karamchhari Union, Bombay after clause 6 sub-clause (a) the following sub-clauses shall be added as sub-clauses a1, a2, and a3 viz.

- 6(a1) Strength of workers in the Western Region would be maintained till 31-12-1990 or completion of three stages of the replacement of computer scheme whichever is later and vacancies arising out of resignation, retirement, or death and total permanent disability will be filled.
- (a2) In case of redeployment required as a result of introduction of computer, the same shall be done after discussions.
- (a3) There shall be no transfer on account of introduction/decentralisation of computer

system and if any transfer was unavoidable the same shall be done after discussion.

Similarly in the settlements between the Corporation and Unions in the other Regions viz. Delhi, Calcutta and Madras the following additional clauses shall be inserted after clause 4 as 4A and 4B or after clause IV as clause IVA and IVB as the case may be :—

Y4A|IVA There would be no loss of earnings or wages of existing workmen.

4B|IVB There would be no adverse effect on the condition of work of workmen.

Further in clause 4 of IV of the settlements with the said other Unions, after the words "till 31st December 1990" the following words shall be inserted.

"or completion of three stages of computer replacement scheme of Corporation whichever is later".

This would bring all the settlements between the Corporation and its Unions in line.

Date : 21st June, 1989.

D. M. REGE, Arbitrator

[No. L-30025|3|85-D.III(B)]

नई दिल्ली, 19 जुलाई, 1989

क्र. भा. 1825.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की सारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया, मद्रास के प्रबंधकों में सम्बन्धित नियोजकों और उनके फर्मकारों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है।

New Delhi, the 19th July, 1989

S.O. 1825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air India, Madras and their workmen.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMILNADU MADRAS

Monday, the 8th of May, 1989.

PRESENT :—

Thiru K. Natarajan, M. A., B. L., Industrial Tribunal.

Industrial Dispute No. 36 of 1985.

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947 between the workman and the Management of Air India, Madras-8.)

BETWEEN :

Thiru P. Bharathan,
16, III Main Road, Nanganallur,
Madras-600061.

AND

The Manager-Southern India,
Air India.
19, Marshalls Road, Egmore,
Madras-600008.

Reference: Order No. L-11012(15)|84-D.II(B), dt. 31-5-85 of the Ministry of Labour, Government of India, New Delhi.

This dispute after restoration coming on for final hearing on Thursday, the 20th day of April, 1989 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvallargal Sam V. Chelliah & N. Krishnaumurthy, Advocate appearing for the workman and of Tvl. Bhasin and B. Krishnaveni Advocates for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following.

AWARD

Dispute between the workman and the Management of Air India, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. 11012(15)|84-D.II(B), dated 31-5-85 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of the Management of Air India, Southern India, Madras in dispensing with the services of Shri P. Bharathan casual cargo loader with effect from 24-6-82 is justified? If not, to what relief the workman is entitled to?"

2. The averments in the claim petition are that the Petitioner was employed as a cargo loader by the Respondent-Company since 27-5-1978. He was working in both day and night shifts and was in the muster roll of the company and was given regular work. He was getting besides his pay, bonus also every year during festival days. While so, he was accused of a theft of a cargo by T. A. A. I. and not by Air India, the employer of the Petitioner. He was arrested along with five others and a case under C. C. 1847 of 1982 was filed against them. The Judicial Second Class Magistrate at Saidapet tried the case and acquitted the Petitioner along with five others. Thereupon the Petitioner approached Management and they refused duty without assigning any reasons. Hence he approached the Regional Labour Commissioner and the reference came up before the Tribunal. Before the Labour Commissioner, the Respondent-Management contended the Petitioner was a cargo loader working intermittently and that there is no relationship of employer and employee between them; that there is no confidence in the employee. This contention is not correct. He was working regularly and was paid monthly wages and bonus and therefore-existed relationship

of employer and employee. The service of the Petitioner was not terminated and even if so it is illegal. The management has no valid reason in refusing to reinstate him in service. It is the case of the Petitioner that his case falls under Section 25-C of the I.D. Act. The Petitioner's services was from 27-5-78 to 25-6-82. The Juniors Rajan Babu, Vallyan, Paramanandam, Rajalingam, Rajamuthu, Janakriaman, Karunakaran and Daniel and many others have been made permanent and promoted. The Petitioner is only bread winner of the family and now he is unemployed. Hence this application to reinstate him with all benefits.

3. The Respondent in its counter statement states that the Petitioner along with others since involved in a theft of property from cargo section to the value of Rs. 35000/- and were arrested and hence in view of the incident he was not continued in service. The Respondent does not claim that the petitioner was given monthly pay and bonus. The Petitioner's name does not find place in the muster roll of the Corporation as he was engaged on casual basis. The payment of bonus has no bearing since he was paid as per payment of bonus Act. The Petitioner worked for 223 days in 1978-80; 155 days in 1980-81; 161 days in 1981-82; and 44 days in 82-83. While so he was stopped from working in the light of the incident of theft that occurred on 25-6-82. The Respondent was well within the powers to take action in view of the loss of confidence in the Petitioner. He cannot seek to derive benefit from the acquittal. The Petitioner did not take any steps from 1982 till 1984. There is no relationship of master and servant and there is no relation of employer and employee and petitioner was only a casual employee working in a regular shifts. The reliance of Section 25(C) of the I.D. Act is without any basis. The Petitioner was stopped from work as a result of loss of confidence. Permanency of junior has no relevance. The action of the Management in having stopped him from work is justifiable and not arbitrary. Hence the application is liable to be rejected.

4. The point for determination is (1) whether the action of the Respondent-Management in dispensing with the services of Shri P. Bharathan, Casual Cargo Loader, with effect from 24-6-82 is justified? (ii) To what relief.

5. By consent W-1 to W-5 and M-1 to M-15 were marked. No oral evidence was adduced on either side.

6. It is not in dispute that the Petitioner was a casual cargo loader in the service of the Respondent from 1977 till 24-6-82 when he was dispensed from service. While he was in service as a casual cargo loader, he was involved along with five others in the case of theft of cargo properties and a case was registered against them is C.C.842/82 and that the Petitioner along with five others were acquitted from the charge of theft. W-1 is the xerox copy of the Judgement of the Judicial Second Class Magistrate-II, Saidapet, who acquitted him. It is also admitted that in view of the incident

of theft involving the Petitioner and others, the Petitioner was refused service even-after the disposal of the criminal case in his favour. It is the case of the respondent firstly the Petitioner was a casual labourer, secondly that there is no employer and employee relationship, and thirdly he was stopped from work due to loss of confidence. It is the further case of the Respondent that even as a casual worker, he has not worked for 240 days during the period of 12 calendar months precedent the date of reference. In the light of this contention a question would arise that whether the Petitioner, Casual Loader is entitled to claim the benefits conferred on a workman under the Industrial Disputes Act. In this connection, the learned counsel for the Petitioner mainly relied on 1984-L.I.C. pages 267; 68 F.J.R. page 238 and 1970-II-L.L.J page 454.

7. In 1984 L.I.C. page 267 (Suresh v. Food Corporation of India) case of the Bombay High Court wherein it has been held that the Petitioners in that case are not casual workmen but as temporary workmen as per sub-clause D of Clause 2 of Model Standing Order No. 3. However, the worker in that case since completed 240 days in a period of 12 months, he would be entitled to be confirmed in service and an order was passed accordingly. Is 68-F.J.R. Page 238 (Ismail Khan v. State of Rajasthan and others) the Rajasthan High Court has held the casual labourer means a person who has been appointed towards an unanticipated work and for what only. If the work had been anticipated earlier, then the person employed thereon would fall within the description of casual labour but may fall within the definition of a temporary labour. The nex decision is reported in 1970-II-L.L.J. page 454 (Elumalai and Management of Simplex Concrete Piles(I) Ltd., Madras and others) wherein it has been held a term workman under Section 2(s) of the I.D. Act includes even a casual labourer and therefore the conclusion of the Labour Court in this behalf is erroneous. Section 2(s) defines "workman in widest possible terms including apprentices and Section 25(c) when it used expression "workmen" (other than a badly workman or a casual workman is included in the definition of workmen in Section 2(s) of the Act." Therefore these decisions have categorically held that the casual labourer is a workman falling within the definition of the Industrial Disputes Act. Hence even a casual labourer is entitled to the benefits of Act provided. In this connection the learned counsel for the Respondent-Management contended since the Petitioner had not worked for 240 days in a year, he is not entitled to claim the benefits of Industrial Disputes Act. On this aspect the Respondent's counsel relied on M-1, M-3, and M-4 statements showing the number of days worked by the Casual Workers including the Petitioner from April 1977 to 1982. Those statements disclosed that he worked 223 days in 1978-80; 155 days in 1980-81; 161 days in 1981-82; and 44 days in 1982-83. M-10 M-12 to M-15 Petty Cash Vouchers, were relied on to show the amounts paid to casual labourers for various periods. It is true 25-B defines "continuous service as follows" a workman shall be said to be in continuation of service for a period

if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike, which is not illegal or a lock-out or a cessation of work which is not due to any fault on the part of the workman****. Of course as pointed out by the learned counsel for the Respondent that the Petitioner in this case though worked from 1977 intermittently has not completed 240 days in a period of one year as contemplated under Section 25(B)(2) of the Industrial Disputes Act so as to enable him to get benefits of the Act. The learned counsel for the Petitioner would rely on 1987 Writ Law Reporter page 258 and would contend that the interruption of service of the Petitioner is not due to his fault and it is solely due to the fault of the Respondent-Management who stopped him from service and therefore he should be put in continuous service. The decision referred to is a Bench decision of the High Court wherein a declaration declaring with the Provisions of Tamil Nadu Industrial Establishment (Conferment of permanent status to workmen) Act 46/81 is unconstitutional and void so far as the petitioners are concerned was as fault. The High Court while discussing the provisions of Section 3 of the Tamil Nadu Industrial Establishment (Conferment of Permanent status to workmen) Act, also considered Section 25(B) of the Industrial Disputes Act, which is in the form of Section 3(2) of that Act. Their Lordships after considering the various aspects held that strike which is not legal, lock out and cessation of work is not due to any fault on the part of the workmen would not be called an interruption so as to hold that there is no continuous service. In other words the continuity of service cannot be allowed to break by the reason of above events. On the basis of this decision it is urged by the learned counsel for the Petitioner that the emphasis is not on the number of days on which the workman has worked but the emphasis is on the subsisting contract of employment between the employer and the workman. In other words though service is interrupted, employment continues, since the interruption of service of the Petitioner is not due to any fault on the Petitioner but entirely due to whims and fancies of the Respondent-Management. There cannot be any quarrel about the law laid down by the High Court. In this case the Petitioner has been disengaged due to the reasons that he was involved in a criminal case of theft of the Respondent's Properties of cargo section. Hence it is futile to contend that the Petitioner was stopped from service not due to the fault of the Petitioner but due to the Respondent. Hence this contention does not hold good. However, it is an admitted fact that he was engaged of and on since 1977 though not continuously. In this connection a decision reported in AIR 1987 (SC) page 2342 comes to the aid of the Petitioner. In view of the finding that a casual worker is also entitled to the benefits under Industrial Disputes Act, the contention that there is no employer and employee relationship and therefore he cannot claim benefits under Industrial Disputes Act is not acceptable.

8. The next contention by the learned counsel for the Respondent is that the Petitioner having been dismissed due to loss of confidence. This Tribunal cannot interfere with the decision. But the

learned counsel for the Petitioner straight-away drew my attention a decision reported in A.I.R. 1985 (S.C.) page 1128. In that case the appellant workman was a permanent employee of the Pan American World Airways since 1971. While so in 1974 his services were terminated due to loss of confidence since he was involved in an act of smuggling. The termination was admittedly without holding domestic enquiries. Before the Supreme Court the Counsel for the Respondent-Management agreed to pay retrenchment compensation as if the appellant was in service and retrenched today i.e. 21st November, 1984. After adjourning the matter the Supreme Court directed to proceed to decide the question whether termination of service of the appellant constituted retrenchment in law. The Labour Court gave a finding that the termination of the service of the appellant amount to retrenchment in law. The Supreme Court did not agree with the findings of the Labour Court that the termination for loss of confidence does not amount to a stigma and does not warrant a proceeding contemplated by law precedent to termination. The Supreme Court further held the termination in that case since held to be grounded upon a conduct attaching stigma to the appellant, disciplinary proceedings were necessary as a condition precedent to infliction of termination as a measure of punishment. Admittedly this has not been done. Therefore the order of termination is vitiated in law and cannot be sustained. But the Supreme Court finally held though the termination is bad, he may not be reinstated in service. On the other hand he should be compensated. The compensation amount of Rupees two lakhs was awarded by way of backwages in lieu of reinstatement. It is true, in this case also as contended by the learned counsel for the Petitioner that without domestic enquiry he was terminated. But no material was placed before me by the Respondent counsel when he was disengaged from service, a domestic enquiry was contemplated. But in the above decision the Petitioner-Appellant though a permanent employee in the Pan American World Airways, he was dismissed for loss of confidence and he was awarded compensation in lieu of reinstatement. Here the Petitioner was not a permanent employee but only a casual labourer. Therefore as rightly pointed out by the learned counsel for the Respondent that he can be disengaged any time since he was not in continuous service. I do not think that the above decision is helpful to the Petitioner. It is significant to note that the Petitioner was refused service on the ground of loss of confidence since he was involved in a case of theft of the Respondent's properties of cargo section. The acquittal by the criminal court under W-1 Judgement cannot be invoked in aid of the Petitioner's case. As rightly pointed out by the learned counsel for the Respondent that the standard of proof required in Criminal case is entirely different and therefore the acquittal of the criminal court cannot be of any help to the Petitioner. I entirely agree with the contention of the learned counsel for the Respondent on this aspect. The Respondent took into consideration the sensitive nature of the work and in view of loss of confidence, action was taken against the Petitioner and he was stopped from work. Even in the above decision though, it was

held, the retrenchment is not valid, the appellant therein was not reinstated since he was dismissed for loss of confidence. Therefore the principles laid down in the above case is applicable to the case of hand. Hence the Respondent is justified in dispensing with the service of the Petitioner in the circumstances stated by him.

9. For these reasons, this points is found against the Petitioner.

10 In the result, the claim is rejected. An award is passed accordingly.

No costs

Dated, this the 8th day of May, 1989.

K. NATARAJAN, Industrial Tribunal.
[No. L-11012/15/84-D.II(B)/D.III(B)]
V. K. SHARMA, Desk Officer.

WITNESSES EXAMINED :

Before restoration :

For workman : W.W.1—Thiru P. Bharathan (Workman)

For Management : None.

After restoration :

For both sides: None

DOCUMENTS MARKED : Before restoration :

For Workman :

Ex. W-1/24-1-84.—Certified copy of Judgement in C. C. 847/82 by II Class Magistrate, Saidapet (Xerox copy).

W-2/24-8-84.—Petitioner by the workman to the Regional Labour Commissioner (Central) Madras-6 (Xerox copy)

W-3/21-9-84.—Letter from Management to the Asst. Labour Commissioner (C)-I, Madras-6 (Xerox copy)

W-4/12-11-84.—Conciliation Failure Report

W-5/4-12-84.—Minutes of conciliation. Proceedings held on 26-10-84 before the Asstt. Labour Commissioner (Central) Madras between the Management and the workman (Xerox copy).

For Management : NIL

After Restoration :

For workman : Nil

For Management:

Ex. M-1/30-9-78.—Letter from the Airport Manager to the Accounts Manager, Madras enclosing a statement indicating the No. of days worked by Casual labourers month-wise in Traffic and catering during the period April 1977 to March 1978 (Xerox copy).

Ex.M-2/17-12-80.—Letter from the Accounts Manager Madras to District Cargo Manager, Madras giving the details of No. of

days worked by the casual labourers for the purpose of payment of bonus for the year 1979-80. (Xerox copy)

M-3/10-11-81.—An extract of the letter addressed by the Distt. Cargo Manager, Madras to Accounts Manager, Madras giving the statement showing the No. of days worked by the casual workers during the year 1980-81 (Xerox copy)

M-4 .—An extract from the statement showing the No. of days worked by the Casual workers during the year 1981-82 (Xerox copy)

M-5/15-9-80.—Identity card of Thiru P. Bharathan (Xerox copy)

M-6/18-4-84.—Letter from the Thiru P. Bharathan to the Management (xerox copy)

M-7/4-4-85.—Letter from the Management of the Under Secretary to Government of India, Ministry of Tourism, Civil Aviation (Xerox copy)

M-8] .—An extract from the statement showing the payment made to casual labourers during May, 1982 (Xerox copy)

M-9 .—Casual Labour Cards (1 Nos.) for the period July 1981 to October, 1981 (Xerox copy).

M-10/12-11-81.—Cash/Petty Cash Voucher showing the amount paid to Casual labourers towards salary for October 1981 along with an extract of the statement (Xerox copy)

M-11] .—Statement showing the payments made to casual labourers during November, 1981 (Xerox copy)

M-12/7-1-82.—Petty Cash Voucher for the amount paid to Casual labourers for the month of December 1981 along with an extract of the statement showing the amount paid to Thiru P. Bharathan (Xerox copy)

M-13/4-3-82.—Petty Cash Voucher for the amount paid to casual labourers for the month of February 1982 along with an extract of the statement showing the amount paid to Thiru P. Bharathan (Xerox copy)

M-14/6-5-82.—Petty cash voucher for the amount paid to casual labourers for the month of April 1982 along with an extract of the statement showing the amount paid to Thiru P. Bharathan (Xerox copy)

M-15/3-6-82.—Petty Cash Voucher for the amount paid to Casual labourers for the month of May 1982 along with an extract of the statement showing the amount paid to Thiru P. Bharathan (Xerox copy)

दई दिल्ली, 13 जुलाई, 1989

का. आ. 1826—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्टोमेन्ट बोर्ड, अलाहाबाद के प्रवर्तन से सम्बन्धित नियोजकों और उनके कामगारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रेषित करती है, जो केन्द्रीय सरकार का 4-7-89 को प्राप्त हुआ था।

New Delhi, the 13th July, 1989

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantonment Board, Allahabad and their workmen, which was received by the Central Government on the 4-7-1989.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL.

KANPUR

Industrial Dispute No. 56 of 1988

In the matter of dispute :

BETWEEN

Shri Mithailal C/o Shri Mohan Lal 1 Karpipappa Road,
Allahabad.

AND

The Cantonment Executive Officer Cantonment Board,
Allahabad.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-13012/4/86-D.II (B) dated 29th April, 1988, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Cantonment Board, Allahabad in relieving Shri Mithailal Safaiwala of his duties from 31-8-84 (AN) on superannuation is correct? If not, to what relief the workman concerned is entitled?

2. The workman's case is that he was born in 1928. He was married in 1944, when he was 16 years. After the death of his wife he contracted second marriage with Smt. Mahadevi, who had a son aged about 6 years old in 1947, in accordance with the custom of his community. The said son is now known by the name of Shri Sitaram. On 9-6-59 when he was 31 years old he joined the service of the Cantonment Board, Allahabad. In his service book his year of birth was given as 1928. Under the rules of service of Cantonment Board, Allahabad an employee retires at the age of 58 years but in his case he was made to retire on 31-8-84, when according to the aforesaid service Rules he ought to have retired on 4-7-86. In this connection he made a representation to the Ex. Officer, Cantonment Board, Allahabad on 6-9-84 but its reply was not acknowledged. Thereafter, he gave two notices one dated 13-10-84 through Shri Krishna Mohan Advocate and the second dated 12-12-84, through Shri A. P. Agrawal, Advocate for being taken back in service, but in vain. He has, therefore, prayed that the order of the Cantonment Board, Allahabad, by means of which he had been retired on 31-8-84 be declared illegal. He has further prayed that he be awarded full salary w.e.f. 1-9-84 till the time of his attaining the age of superannuation.

3. The management while admitting the date of appointment of the workman dispute the year of his birth. The management further admit that as per Rules of Service, the employees of the Cantonment Board retire at the age of 58 years. So far as the workman is concerned the date of his birth was not found recorded in his service book. Therefore, he alongwith two other employees whose cases were similar to him were directed by office letter No. CDA/CON/1006 dated 21-8-84, to report to Sub-Charge, Cantonment, General Hospital, Allahabad for verification of their age. The said sub-charge on examination of the workman found his age as 65 years on 24-8-84. The workman also gave the same age before the Sub-Charge. As according to the medical report the workman had already crossed the age of superannuation, he was relieve of his service w.e.f. 31-8-84 vide office Order No. 42 dated 28-4-84. With regard to workman's notice dated 13-10-84, the management plead that it was duly replied by Office letter No. S-VI/ML/162 dated 12-12-84. The management also plead that another letter dated 2-2-85 addressed to the Director of Cantonment Board, Lucknow, copy to Ex. Officer, Cantonment Board, Allahabad was duly replied by means of this office letter No. CDA/CON/207 dated 4-2-85. The receipt of other notice dated 12-12-84 has been denied. Thus according to the management the workman is entitled to no relief.

4. The workman has filed rejoinder but no new facts find place in it.

5. In support of his case the applicant has filed his affidavit and a few documents and in support of their case the management have filed the affidavits of Dr. G. M. Gopal and Shri Gajendra Nath, Ex. Officer, Cantonment Board, Allahabad and a number of documents.

6. In this case there is no dispute about the fact that the workman joined the service of Cantonment Board on 9-6-59, and the fact that he was retired on 31-8-84, on the ground that he had already attained the age of superannuation i.e. 58 years. I may state here that unfortunately his date of birth was not noted in his service book copy of which is annexure I to the affidavit dt. 7-12-88 of Executive Officer, during the entire period of his service. There were certainly negligence on the part of the workman in view of Rule 20 of the Cantt. Fund Servant Rules, 1937. The Rule has been quoted by the Ex. Officer in his affidavit dt. 18-2-89. The Rule is to the effect that it shall be the duty of every servant to see that his service book is properly kept up and that the entries on the first page are attested every 5 years. The management also cannot be said to be without any blame. The workman is an illiterate person. So if the workman failed in his duty it was the duty of the employee of the Cantonment Board whose duty was to see the proper maintenance of the service book to obtain necessary information with regard to date of birth from the workman.

7. The workman has challenged the said decision of the management. According to him he had not attained the age of superannuation on 31-8-84 and that on the basis of his date of birth he should have retired on 4-7-86. In support of their respective cases both sides have adduced evidence. But one thing is clear that neither of the two witnesses examined by the management has any personal knowledge about the worker's date of birth. Management's evidence is circumstantial only.

8. Let us first consider the evidence which the management has led in this case. Annexures II, III, IV of the affidavit dt. 7-12-88 of the Executive Officer, copies of extracts from electoral rolls of Ward No. 5 of Allahabad Cantt. for the years 1976, 1979 and 1985 respectively. In them the age of the workman has been given as 53 years, 55 years and 62 years respectively. Thus these copies of electoral rolls go to show that on 31-8-84 the workman was above 58 years.

9. Annexure A to the affidavit dt. 18-2-89 of the Executive Officer is the photostat copy of the first age of the service book of Sita Ram son of Shri Mithai Lal. In it the date of birth is mentioned as 1940. The figure 1940 has been written after scoring out the figure 1938. The cutting has not been initialled. Despite that no adverse inference can be drawn from the uninitialled cutting. It is of no consequence. In para 7 of his affidavit the Executive Officer has deposed

that Shri Sita Ram the elder son of the workman Shri Mithai Lal has been in the employment of the Cantt. Board since 1-4-58, and at present he is working as Driver. In the service book his date of birth is recorded as 19-2-40. In para 3 of the claim statement it has been stated by the workman that at the time of his second marriage with Smt. Mahadevi in 1947, Shri Sita Ram was aged about 6 years old. Therefore, year of birth of Shri Sita Ram, even according to the workman could not be 1938. It could be year 1940. Thus from this document, the management has tried to show that in 1984, Shri Sita Ram was 44 years old. If Shri Sita Ram who has been described as the son of the workman was 44 years in 1984, the workman must have been over 58 years of age in August 1984.

10. Executive Officer, has then deposed in para 11 of his affidavit that for further confirmation of the fact that the workman had crossed the normal age of superannuation he was referred by him to the medical officer Sub-Charge Cantt. General Hospital, Allahabad, for obtaining the certificate in respect of verification of his age.

11. The Doctor has in his affidavit deposed that since, Shri Mithai Lal was above the age of 45 years, it was not possible to ascertain his age from medical check only, so, for verification of his age Shri Mithai Lal was asked to furnish any documentary or other proof on the basis of which his age could be verified. In reply Shri Mithai Lal said that he had no such proof with him regarding his age. On further inquiry about some important events of his life Shri Mithai Lal told him that when he got married in 1937 he was about 18 years old and that after 3 years of his marriage his eldest son Shri Sitaram was born in 1940. Shri Mithai Lal further told him that his estimated age was about 65 years. It was on the basis of these statements and from his physical appearance that he verified his age as 65 years and issued certificate, copy annexure VI to the affidavit dt. 7-12-88 of the Executive Officer.

12. Thus even according to the opinion of the medical officer Shri Mithai Lal was about 65 years of age in August, 1984.

13. Now let us examine the evidence led by the workman. His case is that after he was made to retire he made a representation on 6-9-84 and then got sent notices dt. 13-10-84 and 11-4-85 to the Executive Officer, Cantonment Board through advocates. The first notice was given on his behalf by Shri Krishna Mohan Advocate, and the second notice was given on his behalf by Shri K. M. Agarwal, Advocate. To the alleged representation dt. 6-9-84 he has not referred to specifically in his affidavit. It is important to note that in neither of the two notices the advocates mentioned the date month and year of his birth. In the first notice it was complained that the workman had been assessed overage, and that on that basis facilities like pension etc. were likely to be reduced. It was for the first time that in the second notice it was alleged that he had been retired before he had attained the age of superannuation. As earlier stated it was not mentioned as to what was his date of birth.

14. For the first time 5-7-28 was given as the date of birth by the workman in his affidavit. In the claim statement also the date of birth was not specifically mentioned but of course from the date on which according to him he would have attained the age of superannuation it can be inferred that he was born on 5-7-28. It is really strange that he did tell his date of birth to the two advocates who gave notices on their behalf. Had date of birth been 5-7-28, this fact would have surely found place in his first notice dt. 13-10-84. Further in the said notice it would have been specifically stated that he had been retired before his attaining the age of superannuation. It is not understood why in the 2 notices and even in the claim statement he did not mention his date of birth.

15. In his cross-examination, he has deposed that he was born in Chitrakut. To a further question put to him in cross-examination he has said that in order to know the date of birth he did not consult the records of town area Chitrakut or municipal records of Tehsil Karvi.

16. The workman has then deposed that when he was 18 years old he was informed by a Pandit whose name he does not know for the first time that his date of birth was 5-7-28. According to him the Pandit told him about his date of birth after consulting his Patra. His parents never told him about his date of birth. He admits that before the Pandit he did not produce any document connected with his date of birth. It is really strange that a person who did not know about his date of birth nor who was told about his date of birth by his parents his Pandit could tell him about his date of birth simply by seeing his Patra.

17. Although the workman has filed the affidavit of his wife Smt. Mahadevi but he has not produced her in the witness box for cross-examination. She would have been the best person to prove the fact that Shri Sitaram was her son from her first husband and not from Shri Mithai Lal. Both she and the workman, in their affidavits have given the name of the first husband of Smt. Mahadevi as Ram Prasad, but without stating the parentage and place to which he belonged. If Shri Sita Ram had born in some village, the fact that he is not the actual son of the workman could have been proved by the workman by producing the copy of extract from the Kutumb Register of the village and if he had born in some town he would have proved it by filing copy of extract from the birth register. For reasons best known to him he has not even examined Shri Sitaram, who has given his father's name as Mithai Lal, by joining service of the Cantonment Board, Allahabad. There is nothing on record to show that Shri Sitaram ever challenged the year of his birth and the parentage as entered in his service book. The workman has also not examined any person before whom the alleged remarriage has taken place with Smt. Mahadevi. In para 14 of his claim statement he has deposed that his uncle Shri Gangaram is still alive and that it was his uncle who had brought him up after the death of his father, but he too has not been examined.

18. Thus from the above, I find that the preponderance of evidence is in favour of the management. Workman's case that his date of birth is 5-7-28 and that Shri Sitaram is the son of second wife from her first husband is nothing but after thought and it has no legs to stand upon. The circumstantial evidence produced by the management is sufficient to draw the inference that he was more than 58 years of age on 31-8-84.

19. Hence, the action of the management of the Cantonment Board, Allahabad, in retiring Shri Mithailal on 31-8-84 (AN) on the ground that he had already attained the age of superannuation is fully justified. The workman is held entitled no relief.

ARJAN DEV, Presiding Officer

[No. I-13012/4/86-D,II(B)]

का. घा. 1827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसर्ग में, केन्द्रीय सरकार पल्स रिसर्च (पार्थ सो ए घार) कानपुर के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-89 को प्राप्त हुआ था।

S.O. 1827.—In pursuance of Section 17 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Pulses Research (I.C.A.R.), Kanpur and their workmen, which was received by the Central Government on the 4-7-1989.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 30 of 1989

In the matter of dispute between ;

Shri Vijay Bahadur,
S/o Shri Bhagwan Din,
C/o K. K. Misra,
123/494, Gajalganj,
Kanpur.

AND

The Director,
M/s. I.C.A.R., Krishi Anusandhan Parishad,
G. T. Road,
Kanpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/195/87-D.II(B) dt. nil, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Pulses Research (I.C.A.R.), Kanpur in terminating Shri Vijay Bahadur S/o Shri Bhagwandin daily rated workman from service with effect from 22-4-1985 is justified? If not, to what relief the concerned workman is entitled to?"

2. In the instant case several notices were sent from this office to the workman for filing of the statement of claim, but from the orders passed on 29-5-89 it appears that the workman has left the place. Another notice was sent in compliance of the said order at the address given in the reference order fixing 23-6-89 for filing of claim statement. Again on 23-6-89 none appeared from the side of the workman nor claim statement filed.

3. It appears that workman is not interested in prosecuting the case. As such a no claim award is given in the case.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-42012/195/87-D.II(B)]

का. मा. 1828.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकाम डिवाइजनल ब्रान्च, श्रीकाकुलम के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित प्रौद्योगिक विवाद में प्रौद्योगिक अधिकरण, हैदराबाद के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-6-89 प्राप्त हुआ था।

S. O. 1828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Divisional Branch, Srikakulam and their workmen, which was received by the Central Government on the 26-6-1989)

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD.

INDUSTRIAL DISPUTE NO. 95 OF 1988

BETWEEN :

The Workmen of Telecom, Divisional Branch, Srikakulam. (A. P.).

AND

The Management of Telecom, Divisional Branch, Srikakulam. (A. P.).

APPEARANCES :

(1) None for the Workmen.

(2) None for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-40011/13/86-D. II (B), dated 19-9-1988 referred the following dispute under Clause (d) of Sub-Section (1) and Sub-Section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of Telecom, Divisional Branch, Srikakulam for adjudication to this Tribunal with the following Schedule.

"Whether the demand of the All India Telegraph Engineering Employees Union, Class III, Srikakulam Divisional Branch, for payment of full pay and allowances to Sri K. V. Bhaskar Rao, TS (SCO) MTP and restoration of his increments is justified? If so, to what relief the workman is entitled to?"

This reference was registered as I D. No. 95 of 1988. Notice dated 22-9-1988 was issued to both parties with a direction that the workman should file his Claim Statement on or before 27-10-1988. Both the parties acknowledged the receipt of the notice dated 22-9-1988.

On 27-10-1988 the workman was called absent and no Claim Statement was filed by him. Sri M. Pandu Ranga Rao offers to file Vakalat for the Management and the case was adjourned to 24-11-1988 for claim statement of the workman and for filing Vakalat for the Management.

On 24-11-1988 the Workman was called absent and no claim statement was filed by him, but a letter dated 8-10-88 was received from Sri S. Lakshmana Rao, Divisional Secretary, AITHEW-Class III, Srikakulam stating that the Suspension period of the official Sri K. V. Bhaskara Rao. T. S. Narasannapeta was regularised treating the period as duty for all purposes on 7-10-1988. Vide TDE, IK No. X-2/KVB/Aule-16, 84-89/27, dated 7-10-1988 that difference of pay for suspension period was also paid to him. He further submitted that the only pending item is his restoration of his original Supervisory Cadre, and that a representation was made by him on 21-10-1988 to the TDE-SE, and that it is pending with him and the result is awaited and that a further communication will follow in this regard. But no further communication is received from the workman so far. No representation was made on behalf of the Management on 24-11-1988, and no one filed Vakalat on behalf of the Management and the I. D. was adjourned to 23-12-1988, to 6-2-1989, 14-3-1989, 7-4-1989 and to 18-5-1989 for filing Claim Statement of the Workmen and Vakalat for the Management. Again notice dated 7-4-1989 was issued to both parties and it was acknowledged by them. In spite of receipt of notice dated 7-4-1989 both parties were called absent on 18-5-1989 and no representation was made on their behalf. But communication dated 13-4-1989 was received in the office on 26-4-1989 from Telecom District Engineer, Srikakulam, stating that the case of the worker Shri K. V. Bhaskara Rao, TS (SCO) Narasannapeta has since been settled during October, 1988, that his period of suspension was regularised and his increments were restored consequent on expiry of the period of punishment by the competent authority and that the arrears due to him consequent on regularisation of his case, have also been paid during December, 1988.

Thus things stood the I. D. was adjourned from 18-5-1989 to 14-6-1989 and to 16-6-1989. On 16-6-1989 both sides were called absent and no representation was made on their behalf.

In view of the communications received from the workman and the Management and for the reasons of both the parties having chosen not to take part in the proceedings the reference is terminated.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 16th day of June, 1989.

SHRI C. RAMI REDDY, Industrial Tribunal
[No. L-40011/13/86-D. II (B)]

Appendix of Evidence.

NIL

का. प्रा. 1329.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत सरकार मिनट हैदराबाद के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-89 को प्राप्त हुआ था।

S.O. 1829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of India, Government Mint, Hyderabad and their workmen, which was received by the Central Government on the 4-7-1989.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD.

INDUSTRIAL DISPUTE NO. 90 OF 1988.

BETWEEN :

The Workmen of India Government Mint, Hyderabad.

AND

The Management of India Government Mint, Hyderabad.

APPEARANCES :

None for the Workmen.

None for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-16011/4/86-D. II(B), dated 5-9-1988 referred the following dispute under Section 10(1)(d) & (2-A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of India Government Mint, Hyderabad and their workmen to this Tribunal for adjudication :

"Whether the action of the management of India Government Mint, Hyderabad in denying promotion to the following workmen is justified? If not to what relief the workmen are entitled?"

Sl. No.	Name and Ticket No.	Promotion denied.
1.	Sri Tilawat Ali T. No. 476	Asstt. Class-II to Asstt. Class-I.
2.	Sri Raghuramulu, T. No. 963.	Electrician Grade-II to Electrician Grade-I.
3.	Sri Mallajiah, T. No. 120	Electrician Grade-II to Electrician Grade-I.

This reference was registered as Industrial Dispute No. 90 of 1988 on 13-9-1988 and notices were issued to both the parties and the matter was posted to 14-10-1988. Both parties received the notices but failed to appear on 14-10-1988. Thereafter the matter was posted to 17-11-1988, 19-12-1988, 1-2-1989, 8-3-1989, 28-3-1989, 22-4-1989, 17-5-1989, 13-6-1989. Both the parties did not choose to appear even on the said date. Finally on 20-6-1989 both parties were set aside.

2. By the above conduct it is evident that the workmen and the Management have no interest whatsoever to pursue the matter. Hence the proceedings and reference is terminated.

1999 GI/89—20.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 20th day of June, 1989.

SHRI C. RAMI REDDY,

Industrial Tribunal

[No. L-16011/4/86-D. II (B)]

Appendix of Evidence.

NIL

नई दिल्ली, 21 जुलाई, 1989

का. प्रा. 1830.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल सेंटर फॉर मशरूम रिसर्च एण्ड ट्रेनिंग, चम्बाघाट, सोलन के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-89 को प्राप्त हुआ था।

New Delhi, the 21st July, 1989

S.O. 1830.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of National Centre for Mushroom Research & Training, Chambaghat Solan and their workmen, which was received by the Central Government on the 10-7-89.

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I.D. 7/88

PARTIES :

Employers in relation to the management of National Centre for Mushroom Research & Training, Chambaghat Solan.

AND

Their workman: Ajeet Kumar.

APPEARANCES :

For the workman :—Shri Ashok Kumar Advocate.

For the management :—Shri P. S. Arora Advocate.

State H. P.

AWARD

Dated : 22-6-89

On a dispute raised by workman Ajeet Kumar against the management of National Centre for Mushroom Research & Training, Central Govt. had vide No. L-42012/190/86-D.II(B) dated 11th Feb.

1988 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of National Centre for Mushroom Research & Training, Chandigarh Solan (H. P.) in terminating the service of Shri Ajeet Kumar, casual Labour w.e.f. 1-7-1986 in legal and justified? If not to what relief the workman concerned is entitled and from what date?

2. Case of the workman as set out in the statement of claim is that he was working in the National Centre for Mushroom Research & Training, Chambaghat, Solan since 20-4-1984 and his services were illegally terminated with effect from 1-7-1986. It is pleaded that though petitioner had completed minimum requirement of 240 days for regularisation, the management however in disregard of the provisions contained U/S 25-F of the I.D. Act 1947, illegally terminated the services of the workman. It is mentioned that during the conciliation proceedings the management had agreed to take the applicant back into the service but without backwages and benefits of past service of three years to which the petitioner did not agree. The petitioner seeks re-employment on regular basis with back wages and other service benefits from July 1986.

3. In its answer filed, the management took plea that petitioner was only a daily wage worker employed casually depending upon the research work to be conducted. It is mentioned that services of the petitioner was dispensed with the finishing of the research work undertaken. The management admits that petitioner was offered to work on daily wage basis as before to which he did not agree. Regarding giving fresh employment to some other workmen, it is pleaded that the persons employed were quite senior to the petitioner. Management has also pleaded that after services of the petitioner had been dispensed with, he has been in continuous service with M&I Watch Factory, Chambaghat, Solan since 18-8-1986 and for that reason the petitioner has failed to accept the offer given by the management to serve on the same terms and conditions under which he was serving earlier.

4. Parties were allowed opportunity to lead evidence. Workman filed his affidavit Ex. W1 reiterating the allegations made in the statement of claim that he was performing the job of Lab. Asstt. drawing salary of Rs. 360/- per month. During his cross-examination he admitted that he was paid salary only for the days he worked in a month. He also admitted that he did not accept the offer of management for his re-employment on daily wage basis. He made statement that he did not want to be employed as daily wage worker since he seeks regular employment as lab. Asstt.

In rebuttal Shri H. S. Sohi, Director, National Centre for Mushroom Research and Training, Chambaghat, Solan filed affidavit Ex. M1 to the effect that Ajeet Kumar workman was appointed on

20-4-1984 as daily wager in view of research activities going on at the Centre. Workman services were taken for few days and his employment came to an end on the completion of research work undertaken.

It is admitted case that petitioner was retrenched without serving any notice. There is no denial that the petitioner had completed more than 240 days of employment in the 12 months preceding his retrenchment. Section 25-F of the I.D. Act 1947 is applicable even to a daily rate worker and retrenchment of the petitioner without giving one month's notice in writing or compensation in lieu thereof and without paying him retrenchment compensation equal to 15 days average pay for every completed year is void-ab initio. Admittedly no such compensation was paid to the petitioner at the time of retrenchment and the retrenchment of the petitioner was illegal on the face of it. Question arises as to relief permissible to the petitioner. The management had offered re-employment to the petitioner on the same terms and conditions on which he was employed earlier. The petitioner admittedly declined the offer of re-employment and this he did for the reason that he did not want to be re-employed on daily wage basis and rather sought regular employment as Lab. Asstt. In his claim petition he has stated that he had declined the offer of re-employment as no wages for the back period were offered to him. The petitioner has relied upon case of Udaipur Mineral Development Syndicate Pvt. Ltd. Bhlwara and M.P. Dave and another L. L. J. 1975(2) page 499 wherein Rajasthan High Court relying upon the decision of Supreme Court in case of workmen of Subong Tea Estate Vs. Subong Tea Estate and another 1964 L. L. J. 333 was pleased to hold that legal effect of the invalid order of retrenchment was to continue relationship of employer and employee between the parties. In the case in hand the management had fairly offered to re-employ the petitioner on the terms and conditions on which he was serving earlier. The petitioner was a daily wager and he seeks re-employment on regular basis without any justification. He pleaded that he had declined the offer of re-employment as no wages for the back period were offered to him. He could have accepted the offer of re-employment and sought redressal of his grievance for payment of back wages. In the given circumstances of the case when the petitioner had admittedly declined to accept the re-employment he is not entitled to the relief of re-employment. Anyhow since his retrenchment was illegal, he is entitled to the relief of one month salary in lieu of notice and 15 days salary for every completed year of service. In addition to this he is also entitled to back wages for the period 1-7-1986 to 15-12-86 on which date he declined to accept re-employment during the proceedings before Asstt. Labour Commissioner(C), Chandigarh as evident from Photocopy of conciliation proceedings placed on the file.

Reference is returned with the findings that action of the management terminating the services of the workman is illegal and the workman is entitled

to one month salary in lieu of notice and 15 days salary for each completed year of service and back wages for the period 1-7-1986 to 15-12-1986.

Chandigarh.

22-6-1989.

M. S. NAGRA, Presiding Officer

[No. L-42012/190/86-D.II(B)]

HARI SINGH, Desk Officer.

नई दिल्ली, 17 जुलाई, 1989

का. भा. 1831.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार व भारतीय खाद्य निगम, विशाखापत्तनम के प्रबंधन के सम्बन्ध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-89 को प्राप्त हुआ था।

New Delhi, the 17th July, 1989

S.O. 1831.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Food Corporation of India, Visakhapatnam and their workmen, which was received by the Central Government on 3-7-1989.

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Shri C. Rami Reddy, B. Sc., B. L., Industrial Tribunal.
Industrial Dispute No. 110 of 1988

BETWEEN :

The Workmen of Food Corporation of India, Visakhapatnam. (A. P.)

AND

The Management of Food Corporation of India, Visakhapatnam. (A. P.)

APPEARANCES :

None for the Workmen.

None for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-42011/81/86-D. II. B/D. IV. B., Dated 29-11-1988 referred the following dispute under Sections 10 (1) (d) & (2-A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Food Corporation of India, Visakhapatnam and their workmen to this Tribunal for adjudication :

- (1) "Whether the action of the Management of Food Corporation of India, Visakhapatnam for not regularising the services of Class-IV employees who were earlier under the control of District Manager (SRM) and subsequently transferred in August, 1981 to Joint Manager (PO) Region with retrospective effect is justified ? If not, to what relief the workmen are entitled ?"
- (2) "Whether action of the Management of Food Corporation of India for not stopping up of pay in respect of Shri Barla Devudu and Y. Apparao and

others on par with their juniors Sarvasri Polireddy and B. Sydudu and others is justified ? If not, to what relief the workmen are entitled ?"

- (3) "Whether the action of the Management of Food Corporation of India for not regularising the services of Smt. Madugula Durgamma, I. Laxmi and M. Seethamma, Part-Time scavenger Osweeper is justified ? If not, to what relief they are entitled ?"

- (4) "Whether the action of the Management of Food Corporation of India, Visakhapatnam in terminating the services of Smt. N. Mahalakshmi, Part-time Scavenger and Kum. I. Kanakamba, Part-time Sweeper, Annexure Building originally without giving any notice is justified ? If not, to what relief they are entitled ?"

This reference was registered as Industrial Dispute No. 110 of 1988 on 5-12-1988 and notices were issued to both the parties and the matter was posted to 7-1-1989. Both parties received the notices but failed to appear on 7-1-1989. Thereafter the matter was posted to 15-2-1989, 23-3-1989, 17-4-1989, 17-5-1989 and 13-6-1989. The parties did not choose to appear even on the said dates. Finally on 13-6-1989 both parties were set exparte.

2. By the above conduct, it is evident that the workmen and the management have no interest whatsoever to pursue the matter. Hence the proceedings under reference is terminated.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and seal of this Tribunal, this the 20th day of June, 1989.

SHRI C. RAMI, REDDY, Industrial Tribunal
[No. L-42011(81)/86-D.II. B/IR/(Coal-II)]

Appendix of Evidence.

NIL

नई दिल्ली, 20 जुलाई, 1989

का. भा. 1832.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार व रामनागोर कोलियारी में सखे इंडियन आयरन एण्ड स्टील कर्मियों के प्रबंधन के सम्बन्ध में नियोजकों और उनके कर्मचारियों के बीच, औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-89 को प्राप्त हुआ था।

New Delhi, the 20th July, 1989

S.O. 1832.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ramnagore Colliery of M/s. Indian Iron & Steel Co., Ltd., P.O. Kulti, District Burdwan and their workmen, which was received by the Central Government on the 4-7-1989.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

(In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947).

REFERENCE NO. 9 OF 1989.

PARTIES :

Employers in relation to the management of Ramnagore Colliery of M/s. Indian Iron & Steel Co. Ltd., P. O. Kulti, District Burdwan.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer

APPEARANCES :

For the Employers : None.

For the Workman : None.

STATE : West Bengal.

INDUSTRY : Coal

Dated, the 23rd June, 1989.

AWARD

By Order No. L-22012(101)/88-D. IV(B), dated 17-1-89, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Ramnagore Colliery of M/s. Indian Iron & Steel Co. Ltd., P. O. Kult, District Burdwan in not accepting the resignation letter of Shri Ram Kishore Routh, Watchman in response to their advertisement and to give him the benefits under Voluntary Retirement Scheme, is justified? If not, to what relief the workman concerned is entitled?"

2. It appears from the terms of reference that the management of Ramnagore Colliery of M/s. Indian Iron & Steel Co. Ltd., P. O. Kult, District Burdwan did not accept the resignation from service of Shri Ram Kishore Routh, Watchman. It further appears that Shri Routh submitted the letter of resignation consequent upon an advertisement by the company envisaging retirement from service under Voluntary Retirement Scheme. Being dissatisfied with the action of the management, so it appears, the concerned workman raised an industrial dispute which boiled down to the terms of reference as stated before.

3. After receipt of the order of reference in this Tribunal none of the parties has submitted any pains to appear before this Tribunal and to submit written statement in support of and in opposition to the claim.

4. The terms of reference envisages that the management has been called upon to justify its action. Nevertheless under the Industrial Disputes Act, 1947 the workman concerned or the sponsoring union should have submitted the statement of claim. Neither the concerned workman nor his sponsoring union namely Janta Mazdoor Sangh, Vihar Building, P. O. Jharra, District Dhanbad has submitted statement of claim. The record bears out that the sponsoring union was noticed two times to submit the statement of claim, but to no effect. The management also has taken any action in the matter to justify its action.

5. In the circumstances, the inescapable conclusion is that neither of the parties arrayed in this dispute is interested in pursuing the matter. That being so, I am constrained to pass a 'no dispute award' with respect to the industrial dispute.

This is my award.

S. K. MITRA, Presiding Officer.

[No. L-22012(101)/88-D. IV (B)]

का. प्रा. 1833.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केंद्रीय सरकार व सीनियर रोजमल मैनेजर (एम), भारतीय खाद्य निगम, बम्बई के प्रबन्धक से नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकांश सं. 1 के पंचपट को प्रकाशित करती है, जो केंद्रीय सरकार की 4-7-8 की प्राप्ति हुआ था।

S.O. 1833.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby, publishes the award of the Central Government Industrial Tribunal, No. 1 Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Senior Regional Manager (M) Food Corporation of India, Bombay and their workmen, which was received by the Central Government on the 4-7-1989.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY.

PRESENT :

Mr. Justice M. S. Jandkar, Presiding Officer.

REFERENCE NO. CGIT-51 OF 1988.

PARTIES :

Employers in relation to the management of Senior Regional Manager (M) Food Corporation of India Bombay.

AND

Their workmen.

APPEARANCES :

For the Management : Mr. B. M. Masurkar, Advocate.

For the Workman : Mr. Ojha, Advocate.

Industry : Food Corporation.

State : Maharashtra.

Bombay, dated the 26th day of June, 1989.

AWARD

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) of sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Management of Senior Regional Manager (M), Food Corporation of India, Bombay in depriving Shri P. Angamuthu, Depot Messenger, Bombay Depot, Bombay of appointment to the post of Fitter/Plumber from 1978 is legal and justified? If not, to what relief Shri Angamuthu is entitled?"

2. Admittedly, the workman had applied in response to an advertisement given by M/s. Food Corporation of India, Bombay in the year 1977 for recruitment for the post of Fitter/Plumber and was selected for the post of Fitter/Plumber (Class-III). However, as the workman was found to be over-age and also lacking in minimum educational qualification, his appointment was subject to the relaxation of age and educational qualification by the competent authority and the matter was taken up with the Headquarters of Food Corporation of India, at Delhi vide letter dated 17-3-1978. The Competent Authority granted approval vide letter dated 23-2-1982, for creation of a post of Fitter/Plumber but did not mention anything in the order about the relaxation of the age and educational qualifications, in favour of the workman. Hence reference was again made to the competent authority by the Senior Regional Manager (M), Food Corporation of India, Bombay, vide his letter dated 20-3-1982. The competent authority vide office order dated 3-7-1982, accorded revised sanction for filling up one post of Mason, two posts of Fitter/Plumber and for creation of one post of Carpenter. This sanction was also silent as regards relaxation of age and educational qualifications in favour of the workman. Hence the Senior Regional Manager (M) vide his letter dated 5-8-82 again sought clarification in that behalf. In the meantime, the Central Government made a reference under section 10 (1)(d) of the Industrial Disputes Act, 1947, to the Central Government Industrial Tribunal No. 2, Bombay, in respect of regularisation of certain employees including Shri P. Angamuthu, the party to this reference. The Food Corporation

of India accepted the award passed in that reference and appointed the workman as regular Depot Messenger with effect from 22-11-1983, and cancelled the sanction granted by Office Order dated 3-7-1982 for filling up the post of Fitter/Plumber.

3. According to the employer, the workman did not get any legal right to be appointed as Fitter/Plumber merely because sanction was accorded for filling up of the said post. As the workman did not satisfy the conditions as regards age and educational qualifications he could not be appointed as Fitter/Plumber because the employer who had discretion in the matter of relaxation of age and educational qualifications has, chose not to relax them.

4. The claim of the employer that the workman was regularised as Depot Messenger in pursuance to the award passed by the CGIT No. 2, at Bombay in reference No. CGIT 2/33 of 1982 is itself wrong. The employer has not properly and faithfully implemented the award passed in the said reference. On the basis of the said award the workman should have been confirmed in the post of Fitter/Plumber.

5. The dispute which was referred to for adjudication to the Central Government Industrial Tribunal No. 2, Bombay was as follows :—

"Is the action of the Food Corporation of India management in not regularising (1) Shri A.K.A. Shaikh, Wireman-II, (2) Shri K. D. Podnalkar, Khalasi, (3) Shri A. K. Patil, Khalasi, (4) Shri K. R. Jaidavan, Khalasi, (5) Shri G. G. Ramdivdakar, Khalasi, (6) Shri P. K. Naik, Khalasi, (7) Shri D. G. Halavada, Khalasi, (8) Shri L. M. Naik, Khalasi, (9) Shri S. D. Poojari, Wireman-II, (10) Shri V.D. Varthak, Wireman-II, (11) Shri P. Angamuthu, Plumber, (12) Shri S. G. Pawar, Khalasi, (13) Shri Bayann Kallappa, Khalasi, (14) Shri G. G. Ingade, Khalasi, (15) Sita Ram, Carpenter, (16) Shri Sudhir R. Rane, Casual Labourer, (17) Shri V. D. Vartak, Wireman, (18) Shri Ram Singh, Khalasi, is justified? If not, what relief they are entitled to?"

It will thus be seen that at the time of the reference Shri P. Angamuthu (Present workman) was working as a Plumber and so far as he was concerned the dispute related to his regularisation in the said post. It will be seen from the award in reference No. CGIT-2/33 of 1982, that the management of the Food Corporation of India did not dispute the position that the persons mentioned in the reference were working in the posts mentioned against their names in the schedule and all in the schedule annexed to the statement of claim. As mentioned above, the reference was decided in favour of the workmen and following award was passed :

"It is therefore held that the demand of these workmen seeking regularisation in the service of the Corporation is fully justified and the Food Corporation is directed to regularise their service within one month from the date of publication of this award so that these workman namely S. No. 2, 3, 6, 8, to 16 and 18 shall start to get the benefits available to regular workmen. Award accordingly. No order as to costs."

It is thus clear that as per the award the workman Shri P. Angamuthu should have been confirmed in the post of Fitter/Plumber within one month from the date of publication of the award dated 19-3-1983, passed by the CGIT No. 2, Bombay in reference No. CGIT-2/33 of 1982. There was no justification for regularising the employment of the workman in the post of Depot Messenger. He should have been confirmed in the post of Fitter/Plumber. In view of the award the question of relaxation of age and qualifications did not survive. The action of the employer in cancelling the sanctioned post of Fitter/Plumber and confirming the workman in the post of Depot Messenger was wrong and clearly in contravention of the award. In the result therefore, it is declared that the action of the management of Senior Regional Manager (M), Food Corporation of India, Bombay in depriving Shri Angamuthu, Depot Messenger of appointment to the post of Fitter/Plumber was not legal and justified. The employer is directed to confirm Shri P. Angamuthu as

Fitter/Plumber with retrospective effect from 2-11-1983, and to pay him the difference in salary of Fitter/Plumber and the salary of Depot Messenger from the said date till he is actually appointed as Fitter/Plumber. Award accordingly.

M. S. JAMDAR, Presiding Officer.

[No. L-42012 (160)/87-D. II (B)/IR (C. II)]

का. प्रा. 1834.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने मैसर्स ईस्टर्न कोलफील्ड्स लिमिटेड महाबीर कोलियरी (प्रा.) के प्रभुत्व के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-89 को प्राप्त हुआ था।

S.O. 1834.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mahabir Colliery (R) of M/s Eastern Coalfields Limited and their workman, which was received by the Central Government on 6-7-89.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 30 of 1985

PARTIES :

Employers in relation to the management of Mahabir Colliery of M/s. E.C. Ltd.

AND

Their Workmen

PRESENT :

Mr. Justice Sukumar Chakravarty

.... Presiding Officer.

APPEARANCES :

On behalf of employers

Mrs. Rama Rathore, Deputy Personnel Manager.

On behalf of workmen

None.

STATE : West Bengal.

INDUSTRY : Coal

AWARD

By Order No. L-19012(24)/85-D.IV(B) dated 2-12-1985, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication:

"Whether the Management of Mahabir Colliery (R) of M/s. Eastern Coalfields Ltd., P.O

Searsole Rajbari, Distt. Burdwan (WB) was justified in refusing employment to Sh. Dhudush Mia, Mason Mazdoor? If not, to what relief the workman concerned is entitled "

2. When the case is called out today, Mrs. Rathore appears for the management but nobody appears on behalf of the union. It appears from the record that the union or the workman concerned has not been appearing and has not filed the written statement in the case inspite of the notices served upon the union more than once. The last registered notice was received by the Union on 2-6-1989 in pursuance of the Tribunal's notice dated 30-5-1989. Mrs. Rathore submits that unless the union or the workman filed the written statement, the management is not in a position to file the written statement. The reference has been pending since 12-12-1985 but the union on behalf of the workman has not taken any steps for filing the written statement or for appearance before the Tribunal. It therefore appears that the union or the workman concerned is not interested to proceed with the reference.

In the circumstances I have no other alternative but to pass the No Dispute Award and accordingly I do so.

This is my Award.

Dated, Calcutta,

The 29th June, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012(24) | 85-D.IV(B) | IR(C-II)]

का. घा. 1835.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ने मैसर्स एस. ई. सी. लि. की हैंडिधुआ कोलियरी के प्रबंधन से संबद्ध विवादों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचाट को प्रकाशित करती है जो सरकार की 11-7-89 प्राप्त हुआ था।

S.O. 1835.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of Handidhwa Colliery of M/s. S.E.C. Ltd., and their workmen which was received by the Central Government on the 11-7-1989.

INDUSTRIAL TRIBUNAL, ORISSA,
BHUBANESWAR

PRESENT :

Shri S. K. Mishra, LL.B., Presiding Officer,
Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 30 of 1988 (Central)
Dated, Bhubaneswar, the 30th day of May, 1989

BETWEEN

The Management of M/s. South Eastern Coalfields Ltd. Talcher. . . First-Party Management

AND

Their workmen namely S/Shri

- (1) B. B. Patra,
- (2) A. K. Dhal,
- (3) P. Nayak,
- (4) D. Behera.

represented through the Secretary, Talcher Colliery Mazdoor Sangh, Distt. Dhenkanal. . . Second Party Workmen.

APPEARANCES :

Sri B. Satyabasu, Dy. Personnel Manager of South Eastern Coalfields Ltd., Talcher.

..For the first Party-management.

Sri D. Nayak, Joint Secretary, Talcher Colliery Mazdoor Sangh, Talcher. . . For the second Party-workmen.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by their order No L-24012 | 28 | 88-D.IV(B) dated 29-7-1988 have referred for adjudication the following dispute :—

"Whether the demand of the workman of Handidhwa Colliery of M/s. S.E.C. Ltd, Talcher that the workmen listed below should be placed in Cat. IV of NCWA and paid accordingly w.e.f. date(s) they completed two years of training is justified? If so, to what relief are the workmen concerned entitled?"

S. No.	Name of the workmen	Due date of promotion to Cat. IV
1.	Shri B. B. Patra	5-2-1985
2.	Shri A. K. Dhal	7-2-1985
3.	Shri P. Nayak	9-2-1985
4.	Shri D. Behera	9-2-1985

It is submitted by the representatives of both parties that the aforesaid dispute which has been referred for adjudication by this Tribunal has since been settled between the parties by mutual discussion and agreement. A copy of the order dated 8-4-1989 issued by the Management of M/s. South Eastern Coalfields Ltd. to the effect that the above

named workmen were placed in Category IV of NCWA-III in the appropriate pay scales from retrospective dates as indicated against their respective names is filed by the Management. This order issued by the management answers the dispute referred by the Central Government. In the circumstance, the reference is answered as below :—

The demand of the above named workmen of Handidhwa Colliery of M/s. S.E.C. Ltd., Talcher that they should be placed in Category-IV of NCWA and paid accordingly with effect from the date(s)

they completed two years of training is justified. Since they have already been placed in Category-IV of NCWA from the date(s) as claimed by them, the only relief that could be granted to them is payment of the difference in wages due to them.

Dictated & corrected by me.

S. K. MISHRA, Presiding Officer.

[No. L-24012(28)/88-D.IV(B)/IR(C-II)]

R. K. GUPTA, Desk Officer.

